BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Corporate Office, K R Circle,

Bengaluru – 560 001.

Address	:	Office of the General Manager, Ele. Meters and commercial,1st floor, Block II, Corporate Office, Bengaluru- 560001
Telephone	:	080-22341177, Cell :+91- 82778 93903
Email Id	:	gmcom@bescom.co.in

TENDERS FOR THE WORK OF "*Providing, Releasing, Fixing, Wiring and Replacement of existing Electromechanical Meters by DLMS Compliant LT AC single Phase 2 wire 5-30 A and LT AC Three Phase 4 wire 5-30A Electrostatic meters of class-1.0 accuracy with deep drawn meter protection box to be used sparingly only wherever required and shifting of meters from inside to outside premises wherever applicable on total turnkey basis in CTZ area of BESCOM*" ON PERCENTAGE QUOTING BASIS.

Tender Reference /Bid Enquiry No.	:	BESCOM/GM(M&C)/129/EM2ES/CTZ/2023-24
Availability of Tender	:	From 27.12.2023 Onwards
Pre –Tender Meeting	:	08.01.2024 at 11:30 Hours @ O/o General Manager, Ele. Meters & Commercial, 1st floor Block II, Corporate Office, Bengaluru- 560001
Last date and Time for seeking clarifications	:	06.01.2024 at 16:00 Hours
Last Date and Time for Receipt of	:	29.01.2024 @16:00 Hrs
Time and Date of opening of Techno Commercial Bids	:	30.01.2024 @ 16:15 Hrs
Place of Opening of Techno Commercial Bids & Price Bids	:	Office of the General Manager, Ele. Meters & Commercial, 1st floor Block II, Corporate Office, Bengaluru- 560001
Time and Date of Opening of Price Bids	:	Will be intimated to the Qualified Tenderers
		`
Address For Communication	:	Office of the General Manager, Ele. Meters & Commercial, 1st floor Block II, Corporate Office, Bengaluru- 560001

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Section - I

INVITATION FOR TENDERS (IFT)

1. The General Manager (Ele), Meter & Commercial, Corporate Office, BESCOM, 1st floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Limited, invites tenders from eligible tenderers for the works as detailed in the Table below. Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed.

   The Tenderers are required to submit the bids in Two Parts

   (1) Techno-Commercial Bid containing the Earnest Money Deposit and the details of their capability to undertake the tender (as detailed in Clause 3 of ITT), which will be opened first and
   (2) Price Bid containing the price tender which will be opened only if the Tenderer is found to be qualified techno commercially to execute the tendered works. Manual bids will not be accepted.

   The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of ITT to qualify for award of the contract.

2. The Bids are invited and to be submitted through Karnataka Public Procurement Portal (KPPP) only. The Bid Notification, Bidding Documents is available on website https://kppp.karnataka.gov.in Tender Documents and bidding formats are available 'Free of Cost' to bidders. Bidders need to pay Tender Processing Fee and Earnest Money Deposit through any of the 4 modes of e-Payment as mentioned in Clause No.13 of ITT.

3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **45 days** beyond the validity of the tender.

4. Tenders must be uploaded On-line KPP portal on or before the date and time as mentioned in the e-Procurement platform & Techno - Commercial Bids will be opened on the date and time mentioned in the tender document/ KPP portal. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.

5. A Pre-tender meeting will be held on date and time mentioned in the tender document/ KPP portal at the office of the General Manager, Ele., Meters & Commercial, 1st floor Block II, Corporate Office, Bengaluru- 560001 to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause No. 8.2 of 'Instructions to Tenderers' of the tender document.

6. Other details can be seen in the tender documents:

Tender Enq. No.	Name of work	Amount Put To Tender in Rs. Crs.	Earnest Money Deposit in Rs. Crs.	Tender Processing Fee	Period of completion
1	2	3	4	5	6
BESCOM/ GM(M&C)/129/ EM2ES/ CTZ/ 2023-24	Providing, Releasing, Fixing, Wiring and Replacement of existing Electromechanical Meters by DLMS Compliant LT AC single Phase 2 wire 5-30 A and LT AC Three Phase 4 wire 5-30A Electrostatic meters of class-1.0 accuracy with deep drawn meter protection box to be used sparingly only wherever required and shifting of meters from inside to outside premises wherever applicable on total turnkey basis in CTZ area of BESCOM on PERCENTAGE QUOTING BASIS.	82.12	0.82	As per Karnataka Public Procurement Portal	18 Months

-sd-
General Manager, Ele Meters & Commercial,
BESCOM, Bangalore.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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4. One Tender per Tenderer
5. Cost of Tendering
6. Site Visit

B. Tender Documents

7. Content of Tender documents
8. Clarification of Tender Document
9. Amendment of Tender documents

C. Preparation of Tenders

10. Documents comprising the Tender
11. Tender prices
12. Tender validity
13. Earnest Money Deposit
14. Format and signing of Tender

D. Submission of Tenders

15. Sealing and marking of Tenders
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17. Late Tenders
18. Modification and Withdrawal of Tenders

E. Tender Opening and Evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers
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F. Award of contract

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28. Notification of award and signing of Agreement
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31. Corrupt or Fraudulent Practices

A. General

1. Scope of Tender:

1.1 The **General Manager (Ele), Meter & Commercial, Corporate Office, BESCOM, Bengaluru-560001** on behalf of Bangalore Electricity Supply Company Limited, invites tenders from eligible tenderers for the works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for the works detailed in the table given in IFT.

2. Eligible Tenderers:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. 2018-19 to 2022-2023). The below prequalification conditions (Technical Requirements and Financial Requirements) are mandatory and are also required to be fulfilled by the bidders.

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
A. Technical Requirements:		
1	The tenderer shall be a firm registered under Companies Act, 1956/2013 /Partnership act/ Proprietorship act/ LLP/ KS&E Act.	a) Valid certificate of registration/ incorporation certificate.
2	The tenderer should have Satisfactorily completed 90% of the contract value as prime contractor, at least one similar work such as Replacement of Electromechanical meters by electrostatic meters with meter box/ LT/HT works on TTK/PTK basis in any DISCOM/ power utilities/ SEBs/ government entities in India and value of such work should not be less than ₹ 41.06 Crores (50% of amount put to tender) as on the date of bid submission in the last Five Years (i.e., FY 2018-19 to 2022-23) Note: Updated to the FY 2023-24. The value of the completed works shall be given a weight of 10% per year to	a. Purchase Orders/Detailed Work Awards/ letter of awards b. Work completion/ Performance certificate of Replacement of Electromechanical meters by electrostatic meters with meter box/ LT/HT works issued by an officer not below the rank of executive Engineer or equivalent rank for the above Purchase Orders/Detailed Work Awards/letter of awards. c. Details of Work performed as Prime Contractor on Replacement of Electromechanical meters by

<table>
<tr><th>Sl. No.</th><th>Pre- Qualifying Requirements</th><th>Documents to be uploaded by the Tenderer</th></tr>
<tr><td></td><td>bring them to the price level of the FY in which the tenders are invited (FY 2023-24).</td><td>electrostatic meters with meter box/ LT/HT works during the five years shall be filled as per Section-3 QI.</td></tr>
<tr><td>3</td><td>The tenderer should have executed 80% of tendered quantity of below works in any one year during the last Five Years. (i.e., FY 2018-19 to 2022-23) to any DISCOMs/ power utilities/ SEBs/ government entities in India on TTK/PTK basis:

a) Replacement of Electromechanical meters by Electrostatic meters
<table><tr><th>Zone</th><th>Qty in Nos.</th></tr><tr><td>CTZ</td><td>1,61,843</td></tr></table>
b) Fixing of meter box.
<table><tr><th>Zone</th><th>Qty in Nos.</th></tr><tr><td>CTZ</td><td>80,922</td></tr></table></td><td>a. Purchase Orders/Detailed Work Awards/ letter of awards.
b. Work completion/ Performance certificate of Replacement of Electromechanical meters by Electrostatic meters and Fixing of meter box issued by an officer not below the rank of executive Engineer or equivalent rank for the above Purchase Orders/ Detailed Work Awards/letter of awards.
c. Details of executed quantities of meters and meter box shall be filled as per Section-3 QI.</td></tr>
<tr><td>4</td><td>The tenderer should possess valid Class-1 Electrical contractor license issued by GoK.</td><td>A valid Class-1 Electrical contractor’s license issued by Electrical Inspectorate GoK.</td></tr>
<tr><td>5</td><td>Bid Capacity (as on date of bid submission):
Bidders who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:
Assessed available tender capacity = (A*N*1.5 - B)
where
A = Maximum value of works executed in any one year during the last five years (Price updated to present year) taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, of existing commitments and on-going works to be completed during the next Two years (period of completion of the works for which Tenders are invited)*
Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in</td><td>The bidder shall upload statements showing:
1) For A: the value of works executed in any one year during the last five years, attach certificate from Chartered accountant.

The details shall be filled as per Section-3 QI.

2) For B: the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent. The details shall be filled as per Section-3 QI.</td></tr>
</table>

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
	charge, not below the rank of an Executive Engineer or equivalent.	
B.	**Financial Requirements:**	
6	The annual turnover of the tenderer in his name should not be less than ₹109.49 Crores (133.33% of amount put to tender) in at least two financial years of the preceding five years (i.e., FY 2018-19 to 2022-23) Note: updated to the FY 2023-24. The financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited (FY 2023-24).	Certified copies of audited financial statements providing the turnover details, profit and loss statements for the last five preceding financial year viz. FY 2018-19 to 2022-23. The audited financial statement should be in Indian rupees.
7	The Liquid assets and or availability of credit facilities of the tenderer should not be less than ₹ 15.40 Crores (18.75% of amount put to tender) as on date of NIT or later before submission of bid consisting of cash at Bank + availability of fund-based credit facility in any Nationalized/ scheduled commercial Bank.	The cash at bank, Term deposits and availability of fund-based credit facility as on date of NIT or later date but before opening of technical bid shall be supported by certificate issued by any Nationalized**/** scheduled commercial bank in the format as per Section-3 QI. If from different banks, the same shall be on same date.
C.	**General Requirements:**	
8	Tenderer should fulfil all the requirements and the technical specifications of energy meters stipulated in the GoK order No.EN-27 VSC 2019 Dated:11.02.2019 and should adhere to technical specifications/ requirements of meter box.	All the supporting documents shall be uploaded w.r.t technical requirements and the technical specifications of GoK order No.EN-27 VSC 2019 Dated:11.02.2019 and all the supporting documents shall be uploaded w.r.t technical specifications/ requirements of meter box as specified.
9	Even though the tenderers meet the above criteria, they are subject to be disqualified if they have: i. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or iii. Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and	Tenderer shall upload the notarized self-declaration in the prescribed format on the Tenderer letter head. Also furnish an undertaking from sub-contractor for not having defaulted and blacklisted by any Government agencies/ Utilities.

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
	could not furnish rational justification. iv. Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission. v. Defaulted/short closed due to non-performance in execution of works against the order placed by any Public Electrical Utility/Govt. utility as on date of bid submission.	
10	A certificate for having read the clauses is required to be submitted/uploaded by the Tenderer separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	Notarized Self-declaration certificate in the prescribed format shall be uploaded.

Note: Necessary documentary evidence for fulfilling the qualifying requirements shall be uploaded along with the bid. Not submitting the documentary evidence shall lead to rejection of the bid.

3.3 General Conditions

a) Completion period is considered as 18 months and 16 months is considered as actual execution period.

b) Deep drawn meter boxes must be supplied by the techno-commercial responsive bidder which is required to be approved by the GM (QS&S), BESCOM for ascertaining compliance with defined parameters. After confirmation for compliance from GM (QS&S), the price bid of such bidders shall be opened.

c) Two meters each for single phase and three phase, must be provided by the techno-commercial responsive bidders, which is required to be tested at MT Lab of BESCOM for ascertaining compliance with defined parameters. After confirmation for compliance from MT lab, the price bid of such bidders shall be opened.

d) Bidder shall upload GST registration certificate issued by the competent authority.

e) The bidder shall upload Power of Attorney executed on a stamp paper for having appointed, nominated & authorized a person as its true & lawful attorney in respect of all the matters relating to subject tender.

3.4 Any bid not found to be in conformance with any of the pre-qualifying conditions will be summarily rejected and not considered for further evaluation.

Note 1:
The bidder from a country which shares a land with India will be eligible to participate in this tender. As per the Government Order No. : FD 455 Exp-12 2020

dated.25.08.2020, FD 455 Exp-12 2020 dated. 10.03.2021, FD 455 Exp-12 2020 dated.29.03.2021 & FD 455 Exp-12 2020 dated.01.04.2023 clarification - to the clause No. (10) above is as follows:

"Bidder" for the purpose of order (including the term 'tenderer', 'Consultant', 'Vendor' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
"Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means:- a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country;
The beneficial owner for the purpose of above clause(d) will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
IN CASES WHERE SUB CONTRACTING IS PROVIDED: A certificate is required to be submitted/ uploaded by the Tenderer in respect on sub-contracting separately in the following format: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"
As per circular FD 455 Exp-12 2020 dated. 10.03.2021: A Bidder is permitted to procure the raw materials, components, sub-assemblies etc from the vendor from countries which shares land border with India. Such vendor will not be required to be registered with the Competent authority, as this is not regarded as sub-contracting.

However incase a Bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such venders will be required to be registered with Competent authority.
As per circular FD 455 Exp-12 2020 dated.29.03.2021 Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems from Original Equipment Manufacturers (OEM's) or their Authorized agents, shall be exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12 2020 dated.25.08.2020.

4. One Tender per Tenderer:

4.1 The tenderer can participate in both the tender enquiries. Limitation of issue of "DWA" shall be restricted to maximum one for one bidder. However to avoid dependencies, the contract order of more than one tender enquiry is at the discretion of BESCOM.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and BESCOM will in no case be responsible and liable for those costs.

6. Site Visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for subject Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender Documents

7. Content of Tender documents:

7.1 The set of tender documents shall have all the Sections given in the Contents.

7.2 Both the sets should be completed and returned with the tender- **Deleted.**

8. Clarification of Tender Documents:

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the BESCOM in writing or e-mail at the address indicated in the invitation to tender. BESCOM will respond to any request for clarification which he receives before to the deadline as notified in the KPP portal for submission of the queries.

8.2 **Pre-Tender Meeting:**

8.2.1. The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at Office of the General Manager, Ele., Meters & Commercial, 1st floor Block II, Corporate Office, Bengaluru- 560001 (address of venue) on time and date mentioned in the tender document/ KPP portal.

8.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3. The tenderer is requested to submit any questions in writing or e-mail to reach the BESCOM not later than the deadline as notified in the KPP portal for submission of the queries.

8.2.4. The responses for the pre-bid queries will be uploaded in KPP portal platform and the Tenderers are advised to keep updated of the same. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the BESCOM exclusively through the issue of an Addendum pursuant to Clause 9.

8.2.5. Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents:

9.1 Before the deadline for submission of tenders, the BESCOM may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be uploaded in KPP portal platform and the Tenderers are advised to keep updated of the same.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, BESCOM shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10 Documents comprising the Tender:

10.1 The tender submitted by the Tenderer shall be in two parts and shall contain the documents as follows:

10.1.1. **Techno-Commercial Bid Offer :**

a) Earnest Money Deposit.
b) Qualification Information as per formats given in Section 3.
c) All other relevant documents specified in the tender documents.

10.1.2. **Item wise Financial Bid :**

Shall be filled in KPP portal.

And any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 5, 6 and 9 and other section of tender documents shall be uploaded in KPP portal in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.- **Deleted**

11 Tender Prices:

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the percentage Financial Bid submitted in KPP portal by the Tenderer.

11.2 The Tenderer shall fill percentage w.r.t Financial Bid in KPP Portal.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

12 Tender validity:

12.1 Tenders shall remain valid for a period not less than 180 days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the BESCOM as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, BESCOM may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or E-Mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause No. 13 in all respects.

13 Earnest Money Deposit:

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. Bids shall be accompanied by **Bid Security (EMD) for Rs.82,12,000.00** as follows;

I. 1) Up to **Rs.10,00,000.00**

Government of Karnataka has selected ICICI Bank, for provision of e-Payment services for e-Procurement project. The following modes of payment will be provided by ICICI as a part of e-Payment services.

- Credit Card/Debit Card
- Net Banking
- NEFT/RTGS
- Over-the-Counter (OTC)
- IMPS

For further detail regarding mode of e-payment of EMD in KPPP platform, contact KPPP, Government of Karnataka.

Karnataka Public Procurement portal Help Desk: Phone No:

+91-8046010000, +91-8068948777
E-mail: support@eprochelpdesk.com**.**

2) Balance **Rs.72,12,000.00 (Rupees Seventy Two Lakhs, Twelve Thousand only)** in the form of Bank Guarantee issued either by a **Nationalized /Scheduled bank** drawn in the favour of "General Manager, Meters & Commercial, BESCOM, Bangalore" covering 45 days after the Validity Period of the Bid including Period of Extension, if any required by the Owner. The Bidder shall scan the Bank Guarantee towards EMD and upload the same in the prescribed form failing which the offer will be rejected. Also, the Bidder shall ensure that the Bank Guarantee towards EMD shall be sent in original to ***The GENERAL MANAGER, M&C, 1st FLOOR, 2ND BLOCK, CORPORATE OFFICE, BANGALORE ELECTRICITY SUPPLY COMPANY LIMTED (BESCOM), K.R. CIRCLE, BANGALORE-560 001*** so as to reach on or before the date & time notified for last date for submission of bid, in a sealed cover, failing which their bid will not be opened.

13.2 Instruments having fixed validity issued as Earnest Money Deposit for the tender shall be valid for **45 days beyond the validity of the tender.**

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the BESCOM as non-responsive.

13.4 The Earnest Money Deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause No.12.1.

13.5 The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest Money Deposit may be forfeited, besides Blacklisting the firm for a period at the discretion of the BESCOM:

a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i) Sign the Agreement; or
   ii) Furnish the required Security deposit

14 Format and signing of Tender:

14.1 Format of Bid:

a) The Tenders are invited through KPPP platform only.
b) The Techno- Commercial Bid consists of following:
   i. Techno – Commercial Sheets
   ii. Data Requirement Sheets

c) The Price Bid consists of following
   i) Financial bid

d) A prospective Tenderer, who wishes to submit the tender, shall adopt the following procedure.

i) Tender documents are available free of cost in the KPP portal, however tenderers are required to pay the tender processing fee as prescribed by the KPPP service provider for the respective tenders. The Tenderer shall enter all-Inclusive Price for the total scope of the work as mentioned in the KPPP platform and upload all detailed Price Schedules, after encryption, on to the website on or before the time and date indicated in the Notification/ KPP portal.

14.2 Signature of Bids:

a) The Techno Commercial and Price Sheets must contain the Name, Address of Residence and Place of Business of the Persons or Persons making the Bid and the name of the Authorized Persons.

b) Bid by Partnership Enterprises must be furnished with Full Names of all Partners.

D. Submission of Tenders

15 Sealing and Marking of Tenders:

15.1 The Tenderer shall submit the technical and financial offer in the KPP portal. The hard copy of the Bank Guarantee for EMD (if any), shall be submitted on or before the last date of submission of bid, in a sealed cover, failing which their bid will not be opened.

Note:

a) The Bid Enquiry No. shall be clearly and legibly indicated in the Bank Guarantee.
b) The Bid Enquiry number shall be super scribed on the Sealed cover.

15.2 The sealed cover shall

a) be addressed to BESCOM at the following address:

General Manager, Meters & Commercial, 1st floor, Corporate Office, BESCOM, K.R. Circle, Bangalore-560001

and

b) bear the following identification:

- *Providing, Releasing, Fixing, Wiring and Replacement of existing Electromechanical Meters by DLMS Compliant LT AC single Phase 2 wire 5-30 A and LT AC Three Phase 4 wire 5-30A Electrostatic meters of class-1.0 accuracy with deep drawn meter protection box to be used sparingly only wherever required and shifting of meters from inside to outside premises wherever applicable on total turnkey basis in CTZ area of BESCOM*" and on Percentage basis quoting.
- Tender Reference No. BESCOM/GM(M&C)/129/EM2ES/CTZ/2023-24
- DO NOT OPEN BEFORE.....[time and date for tender opening]

15.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

15.4 If the envelope is not sealed and marked as above, BESCOM will assume no responsibility for the misplacement or premature opening of the Tender.

16 Deadline for submission of the Tenders:

16.1 Bid shall be uploaded to the KPP portal on or before the last date and time for submission of Bids indicated in Notification, failing which bidders cannot submit their bids as the KPPP system automatically locks the tender.

Failure in uploading the documents in time, due to any reasons is not attributable to BESCOM.

16.2 BESCOM may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of BESCOM and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17 Late Tenders:

17.1 Any Tender received by BESCOM after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18 Modification and Withdrawal of Tenders:

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16. -**Deleted**

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate.- **Deleted**

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit besides Blacklisting the firm for a period at the discretion of BESCOM: pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.- **Deleted**

E. Tender opening and evaluation

19 Opening of Techno-Commercial Bid offer of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Techno-Commercial Bids will be opened on the Date and Time for opening of Tenders stipulated in the Invitation for Tender or in case any extension has been given thereto, on the extended Tender opening Date and Time notified in the KPP portal.

19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened. -**Deleted**

19.3 The Tenderes names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders. -**Deleted**

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3. - **Deleted**

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.- **Deleted**

19.6 BESCOM will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. BESCOM will draw out a list of qualified Tenderers.

20 Opening of <u>Financial Bid</u> of qualified Tenderers and evaluation:

20.1 The Price Bids of those Bidders whose Techno-Commercial Bids are found Responsive will be opened after completion of Techno Commercial Evaluation.

NOTE: Price Bids of Techno commercially Non - Responsive Bidders will not be opened.

20.2 Envelopes marked **“MODIFICATION FOR SECOND COVER”** shall be opened and the submissions therein read out in appropriate detail. –**Deleted**

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening -**Deleted**

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3. -**Deleted**

21 Process to be confidential:

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the BESCOM for processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders:

22.1 To assist in the examination, evaluation, and comparison of Tenders, BESCOM may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by E-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by BESCOM in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact BESCOM on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of BESCOM, it should do so in writing.

22.3 Any effort by the Tenderer to influence BESCOM in the Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23 Examination of Tenders and determination of responsiveness:

23.1 Prior to the detailed evaluation of Tenders, BESCOM will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, BESCOM's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by BESCOM, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24 Correction of errors: Deleted.

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25 Evaluation and comparison of Tenders:

25.1 BESCOM will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and
(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5. -**Deleted**

25.3 BESCOM reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for BESCOM shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract, **will not be taken into account in tender Evaluation.**

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.- **Deleted**

F. Award of Contract

26 Award criteria:

26.1 Subject to Clause 27, BESCOM will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3 of ITT.

Also refer clause 21 of SCC.

27 BESCOM's right to accept any Tender and to reject any or all Tenders:

27.1 Notwithstanding Clause 26, BESCOM reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for BESCOM's action.

28 Notification of award and signing of Agreement:

28.1 The Tenderer whose Tender has been accepted will be notified of the award by BESCOM prior to expiration of the Tender validity period by e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance/Intent") will state the sum that BESCOM will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. Within 20 days of receipt of letter of intent, the successful Tenderer will sign the Agreement and deliver it to the Employer. **Also refer clause 22 of SCC.**

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, BESCOM will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29 Security deposit / Contract Performance Guarantee:

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to BESCOM a Security Deposit / Contract Performance Guarantee in the form of Bank Guarantee for an amount equivalent to **5% of the Contract price**.

Deleted- plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. :
- Cash or
- Banker's cheque/Demand draft,/Pay Order in favour of ..... payable at.....or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to .....

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor. -**Deleted**

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the

Earnest money deposit, besides Blacklisting the firm for a period at the discretion of BESCOM.

Also refer clause 23 of SCC.

30 Advance Payment and Security: Deleted

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31 Corrupt or Fraudulent practices:

31.1 The GOK /BESCOM requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK /BESCOM:

a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK /BESCOM contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK /BESCOM contract.

Note: Also refer Clause no. 37 of Contract data.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3
QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer : [Attach copy]

Place of Registration : [Attach copy]

Principal place of business :

1.2 Total value of works executed (BESCOM & Non BESCOM works) and payments received in the last five years (in Rs. Lakhs) of Bidder

2018-19:-------
2019-20:--------
2020-21:--------
2021-22:---------
2022-23:--------

Note: Attach relevant Certificate/s from Qualified Chartered Accountant.

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above of Bidder

Sl. No.	Project Name	Utility	Description of work	Contract/ DWA Number	Value of contract/ DWA Rs. Lakhs	Date of issue of Contract/ DWA	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work

Note : The documentary proof of fulfilling the qualifying requirements shall be uploaded along with the bid. The bidder shall upload the P.O,LOI/LOA, DWA, Work done Certificates, Performance Certificates issued by the end users not below the rank of Executive/ Divisional Engineer along with the bid.

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above of Bidder:

Year	Name of	Utility	Contract	Awarde	Value of	Date of	Quantity	Rem

	work with description		/ DWA Number	d quantity in nos.	contract/ DWA Rs. Lakhs	issue of work order	of work performed in nos.	arks
2018-19								
2019-20								
2020-21								
2021-22								
2022-23								

Note: The documentary proof of fulfilling the qualifying requirements shall be uploaded along with the bid. The bidder shall upload the P.O/LOA, DWA, Work done Certificates, Performance Certificates issued by the end users not below the rank of Executive/ Divisional Engineer along with the bid.

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender of bidder:

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No & Date	Name and Address of Employer	Value of contract Rs. Lakhs	Stipulated period of Completion	Value of works remaining to be completed (Rs.Lakhs) (Attach Certificates from Engineers – in- Charge)	Anticipated date of commissioning
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated period of Completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Note: i) The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

1.6 The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of equipment	Requirement capacity		Owned/brought out on hired or Lease basis	Owned & available Age/ Condition	Remarks
	No.	Capacity			

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years; Audited Financial statements i.e Balance sheets, P&L statements, Turnover certificates duly certified by qualified chartered Accountant as documentary evidence shall be uploaded.

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9 Name, address, telephone number & e-mail id of the Tenderers' bankers who may provide references if contacted by the BESCOM.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in relevant Clause of tender document: Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

ON BANKS LETTER HEAD
Format of BANKER'S CERTIFICATE/Line of Credit Letter
(To be issued in letter head of Bank Branch)

Reference Number (Sl.No.)
Place:
Date:
To
[Name and Address of the beneficiary]

This is to certify that Mr./ M/s. ..... [name of the customer] having his/ their registered/ administrative office at ..... is a customer of our Bank and is/ are engaged in .....[nature of activity]. If the said customer is allotted/awarded with ..... (Brief details of works), we may extend credit facilities up to Rs.....Lakh, to meet his/their working capital requirements towards execution of the said work order as per the Loan Policy of the Bank.

This certificate is valid upto three months from the date of issue, that is upto dd/mm/yy.

Sd/-
Name of the Bank, Senior Bank Manger
Address:.....

Note: If the tenderer wishes to submit the banker certificate from more than one bank, the banker certificate issued from different banks shall be on same date.

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price- Deleted

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per approved Activity chart.

Also refer the formats of Techno-Commercial sheets uploaded in the e-procurement portal and fill the data & upload the same to the slot provided in e-procurement portal.

SECTION 4:
FORMATS OF ANNEXURES

Sl. No.	Annexure	Particulars
1	Annexure-I	Work Execution Plan
2	Annexure-IIa	Technical Specifications for single phase electrostatic energy meters
3	Annexure-IIb	GTPs for single phase electrostatic energy meters
4	Annexure-III(a)	Progress Reporting

5	Annexure-III (b)	Electromechanical to Electrostatic meter replacement report
6	Annexure-III (c)	Format for furnishing the weekly reports
7	Annexure-IVa	Technical Specifications for three phase electrostatic energy meters
8	Annexure-IVb	GTPs for three phase electrostatic energy meters
9	Annexure-V	Form of Tender
10	Annexure-VI	Documents for review/ approval
11	Annexure-VII	No deviation Certificate
12	Annexure-VIII	Proforma of Bank Guarantee for Contract Performance
13	Annexure-IX	Proforma of Extension of Bank Guarantee
14	Annexure-X	Proforma of Letter of Undertaking
15	Annexure-XI	Proforma of Contract agreement
16	Annexure-XII	Power of Attorney
17	Annexure-XIII	Work completion & performance Certificate
18	Annexure-XIV	Notarized Self-declaration- defaulted
19	Annexure-XV	Notarized Self-declaration on Border Sharing Nation
20	Annexure-XVI	Technical specification for single phase and three phase deep drawn meter box
21	Annexure-XVII	Technical specification of other Materials

ANNEXURE-I

WORK EXECUTION PLAN/SURVEY

Plan Format for Replacement of EM meters by ES meters with meter box and shifting wherever necessary (Details shall be furnished separately for single and three phase meters).

Circle	**Division**	**Sub division**	**Section office**	**Feeder details**	**DTC details**	**RR Number/ Account ID of the installation**	**Latitude and longitude of installation**	**Existing EM meter make, serial number**	**Whether meter box required?**	**Whether shifting of meter box**	**Remarks**

								and capacity		**from inside to outside required?**	
1.											
2.											
3.											
.											
.											
.											
10.											
11.											

ANNEXURE-II(a)

TECHNICAL SPECIFICATION FOR SINGLE PHASE ELECTROSTATIC ENERGY METERS

ANNEXURE-II(b)

GTPS FOR SINGLE PHASE ELECTROSTATIC ENERGY METERS

ANNEXURE-III(a)

PROGRESS REPORTING

The Selected Bidder shall submit a section wise daily status reports (section wise) with the photographs in the format given below:

Format for reporting activities for each month

I. REPLACEMENT OF EM METERS BY ES METERS WITH METER BOX AND SHIFTING WHEREVER NECESSARY

Sl. No.	**Date**	**Circle**	**Division**	**Sub division**	**Section office**	**Target to be achieved with box along with shifting**	**No. of installations replaced with ES meters**			**Actual completed status (meter, meter box & Shifting) against target**	**Remarks**
							Replacement of only meters	**Replacement with meter box**	**Replacement with shifting**		
1.											
2.											
3.											
.											
.											
.											
10.											
11.											

Section officer **Seal & Signature**

C O&M office **Contractor**

Annexure-III (b)

ELECTROMECHANICAL TO ELECTROSTATIC METER REPLACEMENT REPORT

	Meter Type	
Parameters	**Electromechanical**	**Electrostatic**
Account ID		
RR Number		
Section		
Sub Division		
Feeder		
Connected DTC		
Installation Type	Single Phase / Three Phase	
GPS Co-ordinates of the energy meter	**Latitude**:_____	**Longitude**: _____
Meter Serial No		
Final Reading (FR)		----------NA----------
Date & Time of (FR)		----------NA----------
Date & Time of Commissioning	----------NA----------	
Initial Reading (IR)	----------NA----------	
Whether meter box fixed		
Whether meter shifted from inside to outside		

Remarks:

(AE/JE**,** C. O&M, BESCOM)
(Signature & Seal)

Date**:** _____

(Contractor)
(Signature & Seal**)**

Date**:** _____

ANNEXURE-III

The successful bidder shall furnish the weekly reports to Meter & Commercial Section, BESCOM in the format below:

Sl. no	Circle	Division	Sub Division	Section office	Number of EM meters released	Number of ES meters replaced	Number of Meter box fixed	Number of Meters shifted from inside to outside	Remarks

(AEE, C.O&M, BESCOM)

Date: _____

(Contractor)

Date: _____

ANNEXURE-IV(a)

TECHNICAL SPECIFICATION FOR THREE PHASE ELECTROSTATIC ENERGY METERS

ANNEXURE-IV(b)

GTPS FOR THREE PHASE ELECTROSTATIC ENERGY METERS

ANNEXURE-V

Form of Tender

Description of the Work:
"**TENDERS FOR THE WORK OF** *Providing, Releasing, Fixing, Wiring and Replacement of existing Electromechanical Meters by DLMS Compliant LT AC single Phase 2 wire 5-30 A and LT AC Three Phase 4 wire 5-30A Electrostatic meters of class-1.0 accuracy with deep drawn meter protection box to be used sparingly only wherever required and shifting of meters from inside to outside premises wherever applicable on total turnkey basis in CTZ area of BESCOM"* ON PERCENTAGE QUOTING BASIS **ON PERCENTAGE QUOTING BASIS"**

Tender reference/Bid Enquiry no. BESCOM/GM(M&C)/129/EM2ES/CTZ/2023-24

To:
The General Manager (Ele),
Meter & Commercial,
Corporate Office, BESCOM,
1st floor, K.R. Circle,
Bengaluru-560001

Sir/Madam,

We offer to execute the works described above in accordance with the Conditions of Contract accompanying this Tender with the Contract Price quoted in Item-wise Financial Offer in e-procurement portal.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,
Authorized Signature:
Name & Title of Signatory:
_____
Name of Tenderer _____
Address: ----------

ANNEXURE-VI

DOCUMENTS FOR REVIEW / APPROVAL

The contractor shall prepare and furnish the listed documents for review or approval by General Manager, Meters & Commercial section, BESCOM.

1. Test Certificates of ES METERS.
2. BESCOM Vendor Approval certificates for all the materials. If not the same shall be approved by GM(QS&S) before opening of price bid.
3. Test certificates of Meter box
4. Guaranteed Technical Particulars (GTP) of the materials supplied by the contractor.
5. Technical Drawings:
    a. Dimensional drawings of ES METERS.
    b. Wiring Diagram as required.
    c. Others if any.

ANNEXURE-VII

NO DEVIATION CERTIFICATE

IMPORTANT: TO BE SUBMITTED IN SEPARATE SEALED COVER

Bidder's Name & Address:

TO,

General Manager (Ele),
Meters & Commercial Section,
Corporate Office, BESCOM.

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No…….. dated …….. for ……., we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have not taken any deviation whatsoever to these Clauses:

a. Terms of Payment: Clause 35 of Special Conditions of Contract-SCC.

b. Bid Guarantee/EMD: Clause 13 of Instructions to Tenderers-ITT.

c. Contract Performance Guarantee: Clause 29 of Instructions to Tenderers-ITT and Clause 23 of Special Conditions of Contract-SCC.

d. Guarantee: Clause 12.0 of Contract data.

e. Work Schedule: Clause 6.0 of Contract data.

f. Taxes and Duties: Clause 18.0 of Special Conditions of Contract-SCC, 39 of conditions of contract.

g. Liquidated Damages for delay: Clause 29.0 of Contract data.

h. Price basis: Clause 17.0 of Special Conditions of Contract-SCC.

i. Penalty: Clause 37.0 of Special Conditions of Contract-SCC.

We further confirm that any deviation to the above Clauses at SL. No. (a) to (i) and as per terms and conditions of contact found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to .

Date
Place

Signature
Printed Name
Designation
Common Seal

ANNEXURE-

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No .....
Date .....

TO
General Manager (Ele),
Meters & Commercial Section,
Corporate Office, BESCOM.

Dear Sir,

In consideration of the Bangalore Electric supply Company Limited, (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s.....
with its Registered/Head Office at.....(hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No.....dated.....
and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No.....
dated .....valued at.....for .....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to ..... * .....(%).....percent) of the said value of the Contract to the Owner.
We ..... (Name & Address) having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the Owner, merely on demand any and all monies payable by the Contractor to the extent of .....as aforesaid at any time up to .....**.....(days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.
Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Owner and further agrees that the Guarantee herein contained shall continue to be enforceable till the Owner discharges this Guarantee.
The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for

Performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....on whose behalf this Guarantee has been given.
Dated this .....day of .....20.....at .....

WITNESS:

....

(Signature) (Signature)

....

(Name) (Name)

. ...

(Official Address) (Designation with Bank Stamp)

Attorney as per Power
of Attorney No
.....
Date .....

NOTE:

* This Sum shall be five percent (5%) of the Contract Price.

** The date will be one hundred eighty (180) days after the end of Warranty Period as specified in the Contract.

1. The stamp papers of appropriate values shall be purchased in the name of issuing Bank.

ANNEXURE-

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref …… Date …….

TO
General Manager (Ele),
Meters & Commercial Section,
Corporate Office, BESCOM.

Dear Sir,

Sub: Extension of Bank Guarantee No……for Rs……favouring yourselves, expiring on……on account of M/s……in respect of Contract No ……dated……(hereinafter called original Bank Guarantee).

At the request of M/ s ……,We……Bank, Branch Office at ……and having its Head Office at ……do hereby extend our liability under the above mentioned Guarantee No …… Dated ……

for a further period of ……Years/Months from ……to expire on ……Except as provided above, all other Terms and Conditions of the original Bank Guarantee No ……dated ……shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached. I

Yours faithfully,

For .....
Manager/Agent/Accountant
Power of Attorney
No .....
Dated .....
SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

ANNEXURE-

PROFORMA OF LETTER OF UNDERTAKING

(To be submitted by the Bidder along with his Bid)
(To be executed on Non-Judicial paper of requisite value)

Ref …… Date …….

TO
General Manager (Ele),
Meters & Commercial Section,
Corporate Office, BESCOM.

Dear Sirs,

1. I*/We* have read and examined the following Bid Documents relating to the……(full scope of Work).

a) Notice Inviting Tender.

b) Conditions of Contract containing Sections- Invitation for Tenders(IFT), Instructions to Tenderers(ITT), Qualification Information (QI), Annexures, Conditions of Contract, Special Conditions of Contract, Contract Data etc.

2. I*/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of six (6) Months from the date of opening of Bid i.e. upto……. I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause entitled "Award of Contract" in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfil all the terms, conditions of provision of the above mentioned Bid Documents.

Witness:

Signature of the

Date:

Name & Address

Signature along with Seal of Co.
……

(Duly authorized to sign the Tender On behalf of the Contractor)

Name .....
Designation .....
Name of Co.....(in Block Letters)

*Strike out whichever is not applicable.

ANNEXURE-

PROFORMA OF "CONTRACT AGREEMENT"

(To Be Executed On Non-Judicial Stamp Paper of value Rs. 200/-)

This Agreement made on this .....day of .....Two thousand .....between Bangalore Electricity Supply Company Limited having its Office at .....India (hereinafter referred to as a "Owner" or which expression shall include its administrators,) on the one part and M/s .....having its registered Office at .....(hereinafter referred to as the "Contractor" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS desirous of appointing contractor for { *Providing, Releasing, Fixing, Wiring and Replacement of existing Electromechanical Meters by DLMS Compliant LT AC single Phase 2 wire 5-30 A and LT AC Three Phase 4 wire 5-30A Electrostatic meters of class-1.0 accuracy with deep drawn meter protection box to be used sparingly only wherever required and shifting of meters from inside to outside premises wherever applicable on total turnkey basis in CTZ area of BESCOM*} BESCOM invited Bids for (briefly describe scope of Work) as per its Bid Enquiry No.....

AND WHEREAS....."X" .....had participated in the above referred Bidding as individual bidder vide their proposal No. .....dated.....and BESCOM awarded the Contract to....."X" .....on Terms and Conditions of Bid Documents referred to therein, which has been accepted by ....."X".....resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

BESCOM has Awarded the Contract to ..... "X" .....for the Work of.....on the Terms and Conditions contained in its Letter of Intent No..... dated..... and the Documents referred to therein. The Award has taken effect from the date of aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding Article.

2.0 Contract Documents:

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following Documents attached herewith (hereinafter referred to as "Contract Document").

i) BESCOM's Bidding Documents in respect of Bid Enquiry No.....issued consisting of Invitation of Bid, Instructions to Bidders, General Conditions of

Contract and all other Sections entitled 'Conditions of Contract" including all Amendments issued vide its letter (s) No.(s) .....dated ..... (Part-I)

ii) "X"s Proposal No.....dated.....along with Proposal Sheets, Data Requirement Sheets, Payment Terms and work Schedule Submitted by "X" entitled as " Proposal"(Part-III)

iii) Agreed Minutes of the meeting held on.....between & "X" (Part-IV)

iv) BESCOM's Letter of Intent No.....dated.... .duly accepted by "X" (Part-V)

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conforms to the Bidding Document (Part-I & II) and what has been specifically agreed to by the Owner in his Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal (Part-III) but not agreed to specifically by the Owner stands withdrawn by the Contractor. For the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be referred to as the 'Agreement"

3.0 Conditions & Covenants:

3.1 The Scope of Contract, Consideration, Terms of Payment, Price Adjustment, Taxes wherever applicable, Insurance, Liquidated Damages, Performance Guarantee and all other Terms and Conditions are contained in 's Letter of Intent No .....dated..... read in conjunction with other aforesaid Contract Document. The Contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.

3.2 Time Schedule:

3.2.1 Time is the essence of the Contract. The Time Schedules shall be strictly adhered to and "X" shall perform the Work in accordance with the agreed Schedule

3.3 It is further agreed to by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the Damages/ Compensation due to short fall in the performance of the contractor. The amount of Damages/ Compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise.

3.4 The Contract Performance Guarantee furnished by the Contractor is irrevocable and un-conditional and the Owner shall have the powers to

invoke it not withstanding any dispute or difference between the Owner and the Contractor pending before any Court, Tribunal, Arbitrator or any other Authority.

3. This agreement constitutes full and complete understanding between the Parties. It shall supersede all prior correspondence. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized Representatives of both the Parties.

4.0 Settlement of disputes:

4.1 It is specifically agreed by and between the Parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement, shall be decided by a competent Court at Bangalore.

4.2 Notice of Default:

Notice of default given by either Party to the other Party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by Fax or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the Parties through their duly authorized Representatives have executed these presents (execution whereof has been approved by the competent Authorities of both the Parties) on the day, Month and year first above mentioned at Bangalore.

WITNESSES:

1. .... (Owner’s signature)
(Printed Name)
2..... ..... (Designation)
(Company's Stamp)

1. .... (Contractor’s signature) (Printed Name)
2..... ..... (Designation)
(Company's Stamp)

ANNEXURE-

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of appropriate Value)

KNOW ALL MEN BY THESE PRESENTS that we.....
.....a Company incorporated under the laws of.....and having its Registered Office/Head Office at.....(hereinafter called "Manufacturer / Bidder" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns) acting through Mr.....its constitute, nominate and appoint *<enter name of attorney holder>.....* as its lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the 'Manufacturer / Bidder in regard to Specification No .....
Package
.....the Bids for which have been invited by.....(Address "Owner") to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the "Owner" on behalf of the "Manufacturer / Bidder".
ii) To negotiate with the "Owner" the Terms and Conditions including Price for Award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the "Owner' for and on behalf of the Manufacturer / Bidder.
iii) To receive accept and execute the Contract for and on behalf of the "Manufacturer / Bidder".
iv) To do any other act or submit any Document related to the above.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable till submission of the Contract Performance Guarantee in terms of the Contract. The "Manufacturer / Bidder" hereby agrees and undertakes to satisfy and confirm all whatsoever the said "Attorney"/"Authorised Representative" quotes in the Bid, negotiates and signs the Contract with the "Owner" and/or purports to act on behalf of the "Manufacturer / Bidder" by virtue of this Power of Attorney and the same shall bind the "Manufacturer / Bidder" as if done by itself.

IN WITNESS WHEREOF THE "Manufacturer/ Bidder" has executed these Presents at .....on this day Of..... under the Common Seal of the Manufacturer / Bidder company.

Specimen Signature of Attorney Holder
.....
(Name)
For and on behalf of

Common Seal of the above Manufacturer /

Bidder Has been affixed there unto, in the presence of.

WITNESSES:

1. Signature.....
   Name.. .....
   Designation..... .....
   Occupation.....

ANNEXURE-

WORK COMPLETION & PERFORMANCE CERTIFICATE

(LETTER HEAD OF CLIENT)

No.: Date:

To,
General Manager (Ele),
Meters & Commercial Section,
Corporate Office, BESCOM.
K R Circle, Bangalore – 560001.

WORK COMPLETION & PERFORMANCE CERTIFICATE

This is to certify that M/s _____ _____ having address at_____ have satisfactorily executed and completed thework for _____ _____.

Sl No	Work details	Work Order No.

Scope of the work: <brief description of the work in bullet points>
All the works has been completed on <enter the date> and the performance of the system is satisfactory as per the specifications & requirements for the past no. of months.

(Client Signature and Address)

ANNEXURE-

SELF DELARATION

(LETTER HEAD OF BIDDER)

No.: Date:

TO WHOMSOEVER IT MAY CONCERN

We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

We are neither defaulted nor blacklisted by any Government agencies/ Utilities/ Departments in any States of India at the time of bidding.

(Bidder Signature and Address)

ANNEXURE-XV

SELF DELARATION ON BORDER SHARING NATION

(LETTER HEAD OF BIDDER)

No.: Date:

TO WHOMSOEVER IT MAY CONCERN

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached)"

(Bidder Seal, Signature and Address)

ANNEXURE-XVI

TECHNICAL SPECIFICATION FOR SINGLE PHASE AND THREE PHASE DEEP DRAWN METER BOX.

ANNEXURE-XVII

TECHNICAL SPECIFICATION OF OTHER MATERIALS

SECTION 5
CONDITIONS OF CONTRACT
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F. Special Conditions of Contract(SCC)

A. General

1. Definitions:

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Intent/Detailed work award.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.
"**Employer**" shall mean Bangalore Electricity Supply Company, Limited (BESCOM) and shall include its legal representatives, successors and assigns.
"**Contractor**", "Manufacturer", "Selected Bidder", "Successful Bidder" shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
"**Bidder**" shall mean an individual bidder participating in the tender, who may be a

registered sole proprietorship firm, a partnership firm or a company registered under companies act.
"**Engineer**" shall mean the Executive Engineer of the C, O&M division or the officer appointed by the Owner to act as Engineer from time to time for the purpose of the Contract.
"**Consulting Engineer**"/"Consultant" shall mean any firm or person duly appointed as such from time to time by the Owner.

The terms "**Equipment**", "Stores" and "Materials" shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.

"**Works**" shall mean and include supplying of Equipment/Material in the Scope of the Contractor and extending all Services, as per the Specifications and Complete Erection, Testing and Putting into Satisfactory Operation including all Transportation, Handling Unloading and Storage at the Site and all other activities to be carried out by the Contractor as per the detailed scope of the work.

"**Specifications**" shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
The term "**Contract price**" shall mean the percentage on Amount put to tender quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.

"**Inspector**" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorized representative of the Owner.

The term "**Equipment/material Portion**" of the Contract price shall mean the total value of the equipment including all applicable taxes and duties, F&I, Insurance etc.
The term "**Erection Portion**" of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.

"**Manufacturer's Works**" or "**Contractor's Works**", shall mean the place of work used by the Contractor for the performance of the Contract.

"**Notice of Award of Contract**"/"Letter of Award"/ "Telex of Award"/"Letter of Intent" shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.

"**Month**" shall mean the calendar month. „Day" or „Days" unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A „Week" shall mean continuous period of seven (7) days.

"**Writing**" shall include any manuscript, type written or printed statement, with signature and/or seal as the case may be.
When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As Directed", "Where Directed", "When Directed", "Determined by", "Accepted", "Permitted", or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.

Test on completion shall mean such tests as prescribed in the Contract to be performed

by the Contractor before the work is taken over by the Owner.

"**Startup**" shall mean the time period required to bring the equipment covered under the Contract to active condition from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check-out of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut- down, inspection and adjustment prior to the trial operation period

"Performance and Guarantee Tests", "Functional Guarantee" shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.

The term "Taking Over" shall mean the Owner's written acceptance of the Works performed under the Contract, after successful completion of contract i.e. after as certified by concerned section officer specified in the accompanying Technical Specifications or otherwise agreed in the Contract.

"Commercial Operation" shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the Owner, however, shall not relieve or absolve the Contractor of any of his obligations under the Contract.

"Guarantee Period" shall mean the period during which the Contractor shall remain liable for repair, replacement of any defective parts /failures of the works performed under the contract, along with monitoring and ensuring healthy operation of the commissioned equipment / systems.

"Engineer in charge of work" shall mean the Executive Engineer of the respective division awarded.

"Latent Defects" shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc., based on the technology available for carrying out such tests.

"Drawings", shall mean all:

a. Drawings furnished by the Owner as a basis of Bid/Proposals.

b. Supplementary drawings furnished by the Owner to clarify and to define in greater detail the intent of the Contract.

c. Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner.

d. Plans submitted by the Contractor for executing the works with his bid provided such plans are acceptable to the Owner.

e. Engineering data and drawings submitted by the Contractor as per designs during the progress of the work provided such drawings are acceptable to the Engineer/Owner.

"Codes" shall mean the following, but not limited to, including the latest Amendments,

and/or Replacements if any:

a. Indian Electricity Act, 2003 for further codes and Rules and Regulations made there under.

b. Indian Factory Act, 1948 and Rules and Regulations made thereunder.

c. Indian Explosive Act, 1884, and Rules and Regulations made thereunder.

d. Indian Petroleum Act, 1934, and Rules and Regulations made there under.

e. A.S.M.E. Test Codes.

f. A.I.E.E. Test Codes.

g. American Society of Materials Testing Codes.

h. Standards of the Indian Standards Institution.

i. Other Internationally approved Standards and/or Rules and Regulations touching the subject Matter of the Contract.

Words imparting the singular only shall also include the plural and vice – versa where the context so requires.

Words imparting "Person" shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

"Bidding Documents", "Bid Documents" means Information & Instructions, General Conditions of Contract, Erection Conditions of Contract, Technical Specifications, Drawings and other Annexures included in Sections IFB, ITB, GCC, ECC, TS, DRS, BPS.

"Tests on Completion" Means the Tests that are prescribed in the Bidding Documents to be made before Materials are accepted by the Owner.

Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

The various Acts and Regulations are normally available for sale from the following addresses:

i) Deputy Controller
Publication Department
Government of India Civil Lines,
DELHI-110 006

ii) Dept. Of Publication
(Government of India),
Kitab Mahal
Unit No.21, Emporia Building,
Baba Kharak Singh Marg,
NEW DELHI – 110 001

Or

With leading authorized Government of Indian Book –Sellers.

"Commissioning" shall mean installation of suitable ES meters after Completion of Erection, Testing and Completion of Pre-Commissioning checks after necessary approvals from Electrical Inspectorate.

In addition to the above the following definitions shall also apply:

a. “All equipment and materials” to be supplied shall also mean
b. “Goods”
c. “Constructed” shall also mean “erected and installed”.
d. “Contract Performance Guarantee” shall also mean “Contract Performance Security”.

LT – Low Tension.

EM meters- Single and Three Phase LT electro mechanical meters.

ES meters- LT single and three phase 5-30A DLMS compatible Electro static energy meter.

Successful operation: means the materials installed shall be in service & performing satisfactorily.

2. Interpretation:

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. BESCOM will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

1) Detailed Work Award
2) Agreement
3) Letter of Acceptance, notice to proceed with the works
4) Contractor’s Tender
5) Contract Data
6) Conditions of Contract
7) Specifications
8) Drawings
9) BID PROPOSAL SHEETS
10) Any other document listed in the Contract as forming part of the Contract.

3. Law Governing Contract:

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

The Courts of Bangalore shall have exclusive jurisdiction in all matters arising under this Contract.

The Contractor shall comply with the laws of the country of manufacture concerning the manufacture of the Goods and the laws of India where the same is to be supplied / utilized.

4. BESCOM's Decisions:

4.1 Except where otherwise specifically stated, BESCOM will decide contractual matters between the Employer and the Contractor.

5. Delegation:

5.1 BESCOM may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications:

6.1 Communications between parties which are referred to in the conditions are effective only when in writing/e-mail. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting: Deleted

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors: Deleted

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel:

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BESCOM/GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by BESCOM.

9.2 If BESCOM asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's Risks:

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer's Risks:

11.1 The Employer is responsible for the excepted risks which are:

a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor arising from the conduct of the Works; or

b) a cause due solely to the design of the Works, other than the Contractor’s design; or

c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

i) Could not have reasonably foreseen; or

ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor’s Risks:

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, (cover from the first working day after the Start Date to the end of completion of works), in the amounts stated in the Contract Data:

a) For loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
b) For liability of loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
c) For liability of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to BESCOM for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, BESCOM may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of BESCOM.

13.5 Both Parties shall comply with any conditions of the insurance policies- **Deleted**

Also refer clause 28 of ECC.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data:

15.1 BESCOM will clarify queries on the Contract Data.

16. Contractor to Construct the Works:

16.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date:

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of BESCOM, and complete them by the Intended completion Date.

18. Approval by BESCOM:

18.1 The Contractor shall submit Specification and drawings showing the proposed Works to BESCOM, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Works

18.3 BESCOM’s approval shall not alter the Contractor’s responsibility for design of the Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the Works where required.- **Deleted**

18.5 All Drawings prepared by the Contractor for the execution of the Works, are subject to prior approval by BESCOM before their use.

19. Safety:

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries:

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of BESCOM. The Contractor is to notify BESCOM of such discoveries and carry out BESCOM's instructions for dealing with them.

21. Possession of the Site: Deleted

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site:

23.1 The Contractor shall allow BESCOM and any person authorized by BESCOM access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated/assembled for the works.

23. Instructions:

23.1 The Contractor shall carry out all instructions of BESCOM which comply with the applicable laws where the Site is located.

24. Procedure for Resolution of Disputes: Deleted

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

Refer clause 33 of Contract Data.

B. Time Control

25. Program/ Activity chart:

25.1 Within the time stated in the Contract Data the Contractor shall submit to BESCOM for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 BESCOM’s approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to BESCOM again at any time for approval. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date:

26.1 BESCOM shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 BESCOM shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking BESCOM for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer:

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management Meetings:

28.1 BESCOM may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by BESCOM either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying Defects:

29.1 BESCOM shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. BESCOM may instruct the Contractor to search for a Defect and to uncover and test any work that BESCOM considers may have a Defect.

30. Tests:

30.1 If BESCOM instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

30.2 Third party inspection: BESCOM will entrust the inspection of the said subject work by third party with respect to quality / quantity of the work.

31. Correction of Defects:

31.1 BESCOM shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins after successful Commissioning and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by BESCOM notice.

32. Uncorrected Defects

32.1 If the Contractor has not corrected a Defect within the time specified in BESCOM's notice, BESCOM's will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ):

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate as per terms & conditions of the Contract.

34. Variations:

34.1 BESCOM shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ)/ Work Award;
b) Omit any item of work;
c) Change the character or quality or kind of any item of work;
d) Change the levels, lines, positions and dimensions of any part of the work;
e) Execute additional items of work of any kind necessary for the completion of the works; and
f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by BESCOM and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by BESCOM, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ/Work Award so long as the work executed conforms to the approved drawings/Designs.

34.4 The Contractor shall promptly request in writing BESCOM to confirm on the variations, if any to take needful action as per the terms and conditions of the contract.

Note: Also refer Clause no. 36 of SCC.

35. Payments for Variations:

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, BESCOM may order the Variation and make a change to the Contract Price which shall be based on BESCOM’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If BESCOM decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of Bills for Payment:

36.1 The Contractor shall submit to BESCOM monthly bills of the value of the work completed.

36.2 BESCOM shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 BESCOM may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

Refer clause 35 of SCC

37. Payments:

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of bill.

37.2 Items of the Works for which no rate or price has been entered in, will not be paid for by BESCOM and shall be deemed covered by other rates and prices in the Contract.

Refer clause 35 of SCC

38. Compensation Events: Void

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer's Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

38.1. to 38.4 – Void

39. Tax:

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of all applicable taxes, duties and Levies that the Contractor will have to pay for the performance of this Contract. BESCOM will perform such duties in regard to the deduction of such taxes at source as per applicable law.

Note: Also refer clause no. 18 of SCC.

40. Price Adjustment: Deleted

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.29

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
(d) Following expressions and meanings are assigned to the work done during the quarter:

R =Total value of work done during the quarter. It will **exclude** value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquid damages/ Penalty:

41.1 The Contractor shall pay Liquidated damages/ Penalty to BESCOM stated as in the bid documents that the Completion Date is later than the Intended Commissioning Date (for the whole of the works or the milestone/stages as stated in the Contract Data/ approved Activity chart). The total amount of Liquidated damages/ Penalty shall not exceed the amount defined in the bid documents. BESCOM may deduct Penalty from payments due to the Contractor. Payment of Penalty does not affect the Contractor's liabilities.

41.2 If the Intended Commissioning Date is extended after Liquidated damages/ Penalty have been paid, the Employer shall correct any overpayment of Liquidated damages/ Penalty by the Contractor by adjusting the next payment of bill.

Note: Also refer clause no. 37 of SCC.

42. Advance Payments: Deleted

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the

advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to BESCOM no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to BESCOM. The Security deposit shall be valid for 30 days from the date of expiry of Defects Liability Period (5 years). However BG shall be extended for further period considering the last meter installed.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion:

45.1 The Contractor shall request BESCOM to issue a Certificate of Completion of the Works and BESCOM will do so upon deciding that the Work is completed.

Note: Also refer clause no. 30 of SCC.

46. Taking Over:

46.1 BESCOM shall take over the Site and the Works within seven days of issuing a certificate of Completion.

Note: Also refer clause no. 32 of SCC.

47. Final Account:

47.1 The Contractor shall supply to BESCOM a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. BESCOM shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, BESCOM shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, BESCOM shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

48. As built drawings and /or Operating and Maintenance Manuals:

48.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive BESCOM’s approval, BESCOM shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination:

49.1 BESCOM may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by BESCOM;
b) The Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days- **Deleted**
c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
d) A payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor-**Deleted**
e) BESCOM gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by BESCOM;
f) The Contractor does not maintain a security which is required;
g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of Liquidated damages/ Penalty can be paid as defined in the Contract data; and
h) If the Contractor, in the judgment of BESCOM has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When BESCOM gives notice for breach of contract to the Contractor for a cause other than those listed under Sub Clause 49.2 above, BESCOM shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, BESCOM may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure.

Note: Also refer clause no. 30 of Contract data.

50. Payment upon Termination:

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, BESCOM shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to BESCOM

exceeds any payment due to the Contractor the difference shall be a debt payable to BESCOM.

50.2 If the Contract is terminated at BESCOM's convenience or because of a fundamental breach of Contract by BESCOM, BESCOM shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property:

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of BESCOM, if the Contract is terminated because of a Contractor’s default.

52. Release from Performance:

52.1 If the Contract is frustrated by any event entirely outside the control of either BESCOM or the Contractor BESCOM shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

Note: Also refer clause no. 31 of contract data.

F. Special Conditions of Contract (SCC)

1. LABOUR:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including

rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. PROTECTION OF ENVIRONMENT:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. ARBITRATION (CLAUSE 24):

4.1 The procedure for arbitration shall be as follows:

(a) Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Bengaluru, under Karnataka (Domestic & International) rules 2012, by one or more arbitrators appointed in accordance with its rules"

(b) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5. PROJECT DESCRIPTION

5.1 In order to achieve better efficiency and revenue realization replacement of Electro mechanical meters with Electrostatic energy meters shall be carried out. Hence, **Bangalore Electricity Supply Company Limited** (BESCOM) intends to invite tender for "*Providing, Releasing, Fixing, Wiring and Replacement of existing Electromechanical Meters by DLMS Compliant LT AC single Phase 2 wire 5-30 A and LT AC Three Phase 4 wire 5-30A Electrostatic meters of class-1.0 accuracy with deep drawn meter protection box to be used sparingly only wherever required and shifting of meters from inside to outside premises wherever applicable on total turnkey basis in CTZ area of BESCOM"*

This will bring down the Energy losses, better accuracy class meters causing the effective realization of revenue.

Disadvantages of Electromechanical Meters and advantages of electrostatic meters are as follows:

Disadvantages of Electromechanical Meters:

Existing single phase and three phase electromechanical meters are of accuracy class 2.0 capable of measuring only the units consumed (active energy). Also

1. doesn't record at low loads and low voltages
2. prone to Physical damages to the meter/tilted position
3. prone to burning of Meter due to sustained overloading, fluctuations or other reason
4. Wear and tear develops in the mechanical parts of the meters over a period of time due to friction
5. sensible to many environmental changes like temperature, humidity and vibration
6. not suitable for future enhancement/ innovation
7. not possible to measure recorded demand, instantaneous power, voltage, current and other electrical parameters
8. prone to theft/ tamper of electricity
9. consumption of a considerable amount of power for its operation
10. prone to grounding due to its metal body
11. Non-DLMS compliant

Advantages of the electrostatic meters are as follows:

Single phase and three phase electrostatic meters are of accuracy class 1.0 having the following advantages:

1. Capable to measure at low loads and low voltages.
2. Robust towards physical damage.
3. The meter can withstand without damage and without degradation of its metrological characteristics on extreme power supply variation.
4. No frictional losses as there is no moving parts.
5. Sustain temperature from 4° C to 55°C.
6. Suitable for enhancement as per DLMS standards.
7. Records maximum demand, instantaneous power, voltage, current, tamper events and other electrical parameters.
8. Not-possible to theft/misuse of electricity.
9. Operation of meter consumes less power.
10. Polycarbonate body.
11. Electrostatic Energy meters are DLMS compliant.
12. TOD features.

5.2 BESCOM intends to appoint qualified agencies having proficiency in replacing all existing electromechanical meters in identified BESCOM jurisdiction. The detailed break up of single phase and three phase installations with electromechanical meters are as tabulated below:

5.3 The total EM meters and deep drawn meter box to be replaced under the subject tender in CTZ area is tabulated below:

Type	Meter	Deep drawn Meter Box
Single Phase	264865	132433
Three Phase	4874	2437
Total	**269739**	**134870**

6.0 BID DETAILS

6.1 The following Documents duly signed by authorized Persons shall also be sent to The General Manager (Ele), M&C, Corporate Office, K. R. Circle, Bangalore within the due date and time notified for opening of the bid through e-procurement in a sealed cover, failing which their bid will not be opened.

i) Original Bank Guarantee towards EMD

ii) No deviation Certificate

iii) Letter of undertaking

iv) Power of attorney, if any

v) Any other Agreements/Undertakings/Annexures specified in the tender

6.2 Bids shall be submitted in two parts viz., (1) Techno-Commercial Bid and (2) Price Bid both on Electronic Mode only. **Manual bids will not be accepted.**

6.3 Separate document Files have been specifically created for uploading the qualifying documents such as:

i. Certificate of Incorporation of all the participating firm registered under Companies act/ Partnership act/ Proprietorship act/ LLP/KS&E Act.

ii. Notarized Self-declaration on Border sharing nation.

iii. Valid Class-I Electrical Contractor’s License.

iv. Purchase Orders/Detailed Work Awards/letter of awards, Work Completion certificate & Performance Certificate, supporting documents w.r.t technical requirements as per GoK order No:EN 27 VSC 2019 dated 11.02.2019 for meters and supporting documents as per technical specification of meter box.

v. No Deviation Certificate.

vi. Letter of Undertaking for Bid validity.

vii. Power of Attorney in favor of all the persons signing the documents.

viii. Audited Financial statements.

ix. Annexures/Techno-commercial sheets etc.

x. Liquid Assets

xi. GST registration with GSTIN number, PAN number, Labour license, ESI/EPF

registration.

xii. Any other required documents as per the qualifying requirements, terms and conditions of the tender.

These Qualifying documents are to be uploaded to the respective files only, IF ANY OF DOCUMENTS ARE UPLOADED TO THE FILE OTHER THAN THE SPECIFIED FILES, SUCH DOCUMENTS WILL NOT BE CONSIDERERD FOR EVALUATION. If any documents are not applicable to a particular Bidder, then such Bidders have to upload a document stating "Not Applicable". The other documents if any which needs to be uploaded by the Bidder for which no specific files have been created to substantiate or to meet the requirements of the Bids, such additional documents may be uploaded in the folder named as "additional documents" in the e- Procurement portal.

6.4 Bidders can upload the bids on to e-procurement portal before the date notified.

6.5 The Techno-Commercial Bids will be opened on date as notified.

6.6 The Price Bids of those Bidders will be opened who's Techno-Commercial Bids are found Responsive and after ascertaining compliance from MT lab w.r.t sample meters submitted.

***NOTE*:** Price Bids of Non-Responsive Bidders will not be opened.

6.7 The Bidders shall provide proof of their credentials in support of their Technical capacity, Financial Strength and Past Experience. **All the Work Completion/ Performance certificates shall be issued by an officer not below the rank of an Executive Engineer of Govt Dept., Electrical Utility or Electricity distribution company in India.**

6.8 **Bangalore Electricity Supply Company Limited** takes no responsibility for delay, due to any cyber or any other computer related problems or postal delay. Further, BESCOM reserves the right to reject any or all the Bids without assigning any reasons thereof and shall bear no liability whatsoever consequent upon such a decision.

The Bidder is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The department shall not be responsible for non-accessibility of e-procurement portal due to internet connectivity issues and technical glitches.

7.0 IMPORTANT INFORMATION

a) If any vendor partner is deployed by the successful bidder for procurement of meters and meter replacement works, such vendor partner/successful bidder should have experience carrying out similar works during previous five financial years.

b) Bidders shall note that BESCOM may not award the work to the successful bidders, if in the opinion of BESCOM based on its experience the firm may not perform well in execution of work and may delay in execution because of its existing works on hand.

c) If in the event of the information furnished by the bidders is found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders, disqualifying the offer of such Bidders and black list the firm. If in the

event of information furnished by Bidder is found to be false during the execution stage, then BESCOM at its liberty may take action to cancel the works awarded besides forfeiting the performance guarantee executed against the contract and may black list the firm and recover the losses and levy liquidated damages.

d) If after negotiations, no award has been given to other bidders, then BESCOM reserves the right to take appropriate decision regarding the award.

e) The total execution time for replacement of meters is 18 months from the date of issue of DWA.

f) BESCOM reserves the right to reject any or all of the bids, without assigning any reason thereof.

g) COMPLETION PERIOD: The Work of replacement of meters along with meter box and shifting of meter wherever applicable shall be completed & commissioned within 18 months from the date of issue of work award INCLUDING MONSOON PERIOD.

h) Before Bidding for the above works, the Bidder shall fully familiarize himself with the site conditions and general arrangements, etc. Though the Owner shall endeavor to provide the information, it shall not be binding for the Owner to provide the same. The Bidders are advised to visit the Site and acquaint themselves with the Topography, infrastructure, Soil conditions and Design Philosophy. The Bidders shall be fully responsible for providing all Equipment, Materials, System and Services specified in their Scope or otherwise which are required to complete the Construction and successful Commissioning of the work in all respects in this Tender. Non-familiarity with the site conditions will not be considered for extra Claims and for not carrying out the Work in strict conformity with Drawings and Specifications.

8.0 Notwithstanding anything stated above or elsewhere in the Tender specifications, BESCOM reserves the right to assess the Capability/suitability of the Bidder to perform the overall Contract should the circumstances warrant such assessment in the overall interest of BESCOM.

9.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of works or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of their bid.

10.0 CLARIFICATIONS ON BID DOCUMENTS

10.1. If the prospective Bidder finds discrepancies or omissions, in specifications and documents or if the bidder is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the BESCOM. The BESCOM, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation for Bids. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal.

10.2. A prospective Bidder requiring any clarification on Bidding Documents may notify the BESCOM in writing. BESCOM will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than the date indicated and the e-Procurement portal (https://kppp.karnataka.gov.in). Clarifications / Amendments / Corrigendum will be issued through the e-Procurement portal, if found necessary.

10.3. Verbal clarification and information given by the BESCOM or his employee(s) or his representative(s) shall not in any way be binding on the BESCOM.

11.0 AMENDMENT TO BIDDING DOCUMENT

11.1. At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

11.2. The amendment will be issued in e-procurement portal and such amendment will be binding on them. BESCOM will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

11.3. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids.

11.4. Such amendments, clarifications, etc. shall be binding on the Bidders and shall be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

12.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM, shall be written in the English language only, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

13.0 LOCAL CONDITIONS

13.1. It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. BESCOM shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

13.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the BESCOM, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

14.0 DOCUMENTS COMPRISING THE BID

14.1. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents, indicating for the goods to be supplied and services to be rendered with a brief description of goods and services, quantity and prices.

14.2. The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifying Requirements as detailed above.

14.3. The Tender Processing Fee and Bid Security shall be in accordance with tender conditions.

15.0 SCOPE OF WORKS:

The scope of Meter replacement works includes design, engineering, manufacturing, shop testing, transportation, supply, storage, erection, testing & commissioning of equipment on total turnkey basis. Further, in case of three phase meters, the existing three phase EM meters shall be rated by respective MT staff (rating is under the scope of BESCOM). The agency shall release the meter and surrender to concerned section office.

15.1 Scope of the work includes:

i) Factory inspection test shall be carried out as per the scheduled timelines.

ii) Location survey, Preparation of Estimates and Obtaining Work Orders from Concerned C, O&M Division.

iii) Successful bidder shall survey existing single/ three phase electromechanical meters in co-ordination with field staff in CTZ area within one month of LoI and furnish the details as per Annexure-I.

iv) Performance demonstration of the following equipment with associated accessories (if any):

a. LT AC Single phase 5-30A, DLMS compliant Energy Meter, Class - 1.0 accuracy.

b. LT AC 3 Phase 4 wire, 5-30A DLMS compliant Energy Meter, Class - 1.0 accuracy.

v) Supply, testing, insurance, transit, store the materials at firm site etc.

vi) The successful bidder shall handover new ES meters to BESCOM MT lab for accuracy test and for sealing of meters.

vii) Meanwhile, during testing and sealing activities, the successful bidder shall contact the concerned subdivision of BESCOM to obtain the location data of all the existing EM/High precision meters along with details of meter box and shifting wherever applicable.

viii) The firm shall safely store newly sealed Electrostatic energy meters and meter box at the firm’s local store / site of the Turnkey contractor.

ix) Release of all existing EM/High precision meters. After certification of Final reading (FR) from concerned section officer, the authorized representative of the firm shall safely return the released Electro mechanical/High Precision meters to concerned C,

O&M divisional stores within two days from the date of release report by duly collecting acknowledgement receipts from divisional stores, in case of three phase meters after rating by MT staff.

x) Replacement of electromechanical energy meters with suitable electrostatic energy meters, meter box and shifting wherever necessary along with associated Electrical Works.

xi) Fixing of new suitable Electrostatic (ES) meters in place of existing EM / high precision meters with meter box wherever necessary. Shifting of meters from inside to outside the premises shall be carried out wherever necessary.

xii) Necessary earthing shall be carried out where meter boxes are fixed.

xiii) Soft copies (in CD/ Hard drive) of Digital photographs of Meters clearly showing meter serial number, IR, FR, RR number/Account number etc. shall be produced to concerned section office along with information of released meters. In case of installations where meters are shifted from inside to outside and meter box fixed, clear photograph prior to shifting and after shifting with new ES meter serial number along with R.R.No. shall be produced to concerned section office on weekly basis.

A copy of the same shall be submitted to M&C section, Corporate Office BESCOM at the completion of project.

The firm shall submit respective Annexure sheets certified by concerned officers for processing of payment against execution of works.

xiv) To provide the data of replaced meters and newly installed meters along with meter box and shifting wherever applicable to concerned section office and sub division office of BESCOM and also coordinate with the concerned sub division officials for updating the same in BESCOM software.

xv) Satisfactory completion of the contract.

xvi) Ensuring healthy and trouble free operation of equipment during the guarantee period from the date of installation.

15.2 The detailed scope of the works shall include but not limited to the following:

15.2.1 The Successful bidder shall carry out complete design and engineering of all the systems, sub-systems, equipment, material and services.

15.2.2 The Successful bidder shall provide engineering data, drawings and O&M manuals for BESCOM review, approval and records.

15.2.3 The Successful bidder shall carry out manufacturing, supply, testing, packing, transportation and insurance from the manufacturer’s work to the site including port, customs clearance (if required).

15.2.4 The Successful bidder shall carry out Receipt, storage, insurance, preservation and conservation of equipment at site.

15.2.5 Fabrication, pre-assembly (if any), erection, testing and putting into satisfactory

operation of all the equipment/material including successful commissioning.

15.2.6 Enabling work as per site requirement.

15.2.7 The MT lab shall test the accuracy and seal the meters as per prevailing standards of BESCOM.

15.2.8 The successful bidder shall collect the sealed meters from MT lab and execute the works as per the contract.

15.2.9 The General Manager (M&C)/other designated officer from Authorized officer as designated by BESCOM shall have the right to inspect and/or to Test the Goods to confirm their conformity to the Contract.

15.2.10 The successful bidder shall inform MT & O&M staff prior to replacement. Calibration and the rating of the Existing Three phase Electro Mechanical Meters will be carried out by MT, BESCOM.

15.2.11 Prior to commencement of works in the concerned subdivision, the successful bidder shall collect EM/high precision meter location data from concerned Sub-division offices (SDOs) or O&M office and shall be well acquainted to the local conditions.

15.2.12 The concerned section officer shall prepare section wise estimates in coordination with the firm.

15.2.13 The estimates shall be approved in line with approving powers of BESCOM officials.

15.2.14 These sanctioned estimates will be awarded to the successful bidder as per the contractual terms for execution of works.

15.2.15 The payments shall be arranged at concerned C.O&M Division.

15.2.16 The successful bidder shall replace the meter if any discrepancies found during the testing.

15.2.17 The successful bidder shall conduct a field survey along with the meter reading staff of O&M office at his own expenditure based on the EM / high precision meter location data/details collected from SDOs and prepare a detailed implementation plan for execution of works. Further, with regard to installations where meters are to be shifted from inside to outside to easily accessible place and cases where meter box are to be fixed wherever necessary, the details shall be surveyed and to be included in implementation plan for execution of works.

Note: It may please be noted that shifting and fixing of meter box quantity shall not exceed 50% of meter quantity.

The format for data collection indicatively includes (Meter type, make, class, serial no., YOM, attached consumer ID / Account ID, connected distribution transformer, connected feeder, meter box wherever required and meters to be shifted from inside to outside etc.).

15.2.18 As per survey, if EM meters are excess in numbers as compared to data obtained from concerned Sub division the additional meters shall be provided as per the clause 36 of SCC. However, if the required quantity of EM meters is less as compared to data of SDO, the payments shall be arranged only for the required quantities.

15.2.19 The successful bidder shall get necessary approvals from the sub-divisional officer and section officer prior to execution of works in the respective sub-division limits.

15.2.20 The successful bidder shall be responsible for replacing LT EM / High precision meters with LT suitable Electrostatic energy meters in professional and courteous manner from initial appointment setup to final installation of the meter.

15.2.21 The Equipment supplied shall be manufactured as per approved GTPs annexed as **Annexure-II (b)** and **Annexure-IV (b)**. Technical Specifications for single phase and three phase meters are annexed as **Annexure-II (a)** and **Annexure-IV (a)** respectively. Technical Specifications for single phase and three phase deep drawn meter box are annexed as **Annexure-XVI** and other materials as **Annexure-XVII.**

15.2.22 The successful bidder shall adhere to the following while replacement of meters:

a) Removal / Release of existing Electromechanical / High precision Meter and recording the final meter reading of released meter (FR).

b) Installation of new suitable static energy meters and recording the date and time of replacement of new suitable electrostatic meters in the field.

c) Capturing of GPS coordinates (latitude, longitude) of the installed new electrostatic meters.

d) Soft copies (in CD/ Hard drive) of digital photograph of meter clearly showing the final reading (FR) before release of existing Electromechanical meters.

e) In case of installations where meters are shifted from inside to outside and meter box fixed, clear photograph prior to shifting and after shifting with new ES meter serial number shall be produced to concerned section office.

f) Soft copies (in CD/ Hard drive) of digital photograph of meter clearly showing the initial reading after installation and before energizing the newly installed Electrostatic meters.

g) Recording RR Number **/** Account ID, meter serial numbers of existing and newly installed ES meters.

h) Maintain reports of the replaced electromechanical meters. The format for the report is as annexed in **Annexure-III (a)**.

The successful bidder shall maintain all records as mentioned in **sub-clause 15.2.22** and submit a consolidated copy of the records on a daily basis to the concerned section office for verification and consolidated report to be certified by concerned sub-divisional officer.

The submitted reports/ datashall be **duly signed by the bidder's representative** and certified by concerned Section Officer after verification.

15.2.23 The newly installed meter shall be preferably located on outside the consumer premises suitable for physical inspection without entering into consumer's living area.

15.2.24 The successful bidders shall co-ordinate with sub-divisional officer to raise a bulk meter change request every two days for replaced meters.

15.2.25 The successful bidder's representative shall submit signed and consolidated copies of progress reports in format specified in **Annexure-IV** duly certified by concerned sub-divisional officer to M&C section, BESCOM Corporate Office on weekly basis.

15.2.26 No deviations in the specifications are allowed.

15.2.27 The successful bidder shall adhere to strict timelines as provided in approved

PERT/ activity charts.

15.2.28 Fifteen days (15 days) after the meter has been notified as installed, contractor must respond to calls from the BESCOM associated with that installation on a 24-hour-per-day basis. The successful bidder shall be responsible for correcting, rectifying anything that could reasonably be attributed to the newly installed meters.

15.2.29 The successful bidder shall be responsible for replacing any meter improperly installed/ loose connections/ bad workmanship/ wrong wiring etc.

15.2.30 The successful bidder shall be responsible for correction of any damages to ES meters by use of improper tools etc. during the installation.

15.2.31 All debris resultant from the excavation or construction operation (if any) shall be removed from each installation site the same day at the bidder's expense. No excess materials shall be dumped on private property or deposited into the storm drains or sewer. Disposing of all waste and all debris in accordance with Local, State regulations at the contractor's expense.

15.2.32 The site and number of installation may vary during execution and the successful bidder has to execute the work accordingly.

15.2.33 The successful bidder shall visit the proposed divisions and be thoroughly acquainted with local site conditions, nature and requirement of works, facilities of Transport conditions and assess the exact quantity of work required before quoting for this tender and also assess storage for materials. The successful bidder will not be entitled for any claim of compensations for the difficulties faced or losses incurred.

15.2.34 The detailed breakup of installations to be replaced is enumerated in clause 5.3.

15.2.35 The successful bidder shall ensure trouble free operation of ES energy meters from date of installation till end of guarantee period.

15.2.36 The detailed Technical Specifications for single phase and three phase energy meters are annexed as **Annexure-II (a)** and **Annexure-IV (a)** respectively.

15.3. There shall be **NO** deviation whatsoever, either in full or part. Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive:

a. Price Basis and Payments.
b. Contract Performance Guarantee.
c. Payment.
d. Liabilities.
e. Scope of Work.
f. Penalty

Bidder is required to furnish a Certificate to General Manager (M&C), BESCOM in this regard as per the format provided in the **Annexure** in sealed envelope along with other documents as indicated in relevant clause. In the event of non-receipt of the above mentioned "**No Deviation Certificate**" on or before the date and time indicated, the bids of such Bidder will not be opened and will be treated as **Non- Responsive**.

15.4. Bids not covering the scope of works may be treated as incomplete and hence rejected summarily.

15.5. The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, **and Price Sheets** and specified elsewhere. The Qualifying Data

shall be filled in the required Annexures/Schedule of Techno-Commercial sheets. While furnishing Qualifying Data, only the list of executed Works, similar in nature to the tendered Scope of Work, shall be furnished. BESCOM's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

16. BID PRICE

16.1. The Bidder shall indicate the ***Percentage above or below the amount put to tender in the E-portal - Bid Financial Offer shall be*** inclusive of Freight & insurance charges and all applicable Taxes such as CGST, SGST, IGST, UTGST, Custom Duties on Imports, cess, if any for supply, Erection, Testing and Commissioning and other Services under the contract as the case may be.

16.2. The prevailing rates of all applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, CESS if any shall be considered while quoting the percentage above or below the amount put to tender.

16.3. As the tender invited on quoting percentage above or below the amount put to tender, the successful bidder shall furnish the detailed break up for all the items under the scope of the contract, in the event of the order before issuing of the Contract. This break up shall be furnished in the following manner:-

i. The price of the goods quoted ex-factory **/**ex-works /ex-warehouse as applicable, inclusive of all duties, taxes and levies paid or payable on components, sub-assemblies and raw materials.

ii. Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any which will be payable by the Owner on the Goods, if this Contract is Awarded.

iii. In land transportation charges include handling charges and other costs incidental to delivery of the goods to their final destination and insurance charges including all applicable taxes thereon.

iv. The labour cost of replacement of EM meters by ES meters, fixing of meter box, shifting from inside to outside including all applicable taxes thereon and EPF, ESI etc.

v. The Bidder shall include CGST, SGST, IGST, UTGST, levies, surcharge **/**CESS etc., on erection, testing, replacement and updating the data to concerned O&M and sub division office of BESCOM. BESCOM would not bear any additional liability on this account. BESCOM shall, however, deduct such tax at sources as per the rules and issue necessary Certificate to the Contractor.

16.4. The bidder will not be entitled for any other charges, allowances or weightages apart from the quoted rates.

16.5. Bid Currency shall be exclusively in Indian Rupees. The bids offered in any other currency other than Indian currency would summarily be rejected.

16.6. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules

16.7. As the tender is floated on Total turnkey basis, the materials required for the work shall be under the scope of the successful bidder.

16.8. Any alteration in the rates etc., will not be allowed on any grounds, such as mistake, misunderstanding etc., after the Bid has been submitted.

17. PRICE BASIS: The price shall be on FIRM basis.

18. TAXES AND DUTIES

18.1. The prices quoted by the bidder shall be inclusive of all applicable taxes & duties.

18.2. As indicated in **Clause Award Criteria** of the Bid Document, In case of Award of Contract, a Single Works Contract covering both Supply & Erection portion of the Contract will be issued to the successful Bidder.

i. Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any payable on supply of material **/** equipment, component sub-assemblies, raw materials and any other items used for the contractor's consumption or dispatched directly to the site stores of the contractors, associated civil works and erection works shall be included in the total bid price. The bidder shall take into consideration the taxes on labour charges for execution of works, the GST, PF, insurance as well. These shall be on Bidder's account and no separate claim on this behalf shall be entertained by the owner either during the contractual period or during the extended period if any. Any such taxes, duties levies etc, additionally payable due to statutory variation or due to introduction of new tax or taxes, duties and levies not considered by the Bidder but payable as applicable on the date of bidding etc., shall be to the Bidder's account and no separate claim on this behalf shall be entertained by the owners either during the contractual period or during the extended period if any.

ii. **Materials supplied by the Bidder to the Owner:**

All applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any., in respect of all materials, under the contract shall be included in the total bid price, but they shall be indicated separately as mentioned in clause Bid Price supra.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the Owner.

iii. **Erection works:**

The applicable CGST, SGST, cess if any etc., shall be included in the price bid, and shall be indicated separately in price schedules as mentioned in **clause Bid Price supra.**

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the BESCOM.

iv. In case of any statutory variation in **CGST, SGST, IGST, UTGST, levies, CESS if any** or if any tax/duty/levy is newly introduced by the government applicable for

this contract with effect from the next day of the date of submission of the bid these variations/additional **taxes**/ duties/ levies will be to the account of the Owner. In case the Bidders indicate lesser rates of **taxes** & duties with reference to the prevailing rates of **taxes** & duties at the time of bidding, any variations in the **taxes** and duties would be paid/recovered keeping the rates of **taxes** & duties applicable as on the **last date of Techno-Commercial Bid Submission as notified (either original or extended)** as the base and not the quoted rates of **taxes** & duties for payment/recovery of difference in the **taxes** and duties. If the contractor is required to pay additional **tax** or duty, then the owner shall reimburse the contractor the additional **tax** or duty so paid by the contractor against submission of documentary evidence to the satisfaction of the owner by the contractor. This provision will be applicable to Supply, erection and civil works.

Note: Additional tax liability on account of change in the sources of the equipment /materials, if any, will be to bidders account only.

The claims against statutory variation, in principle, would be settled as reimbursement provided the contractor furnishes documentary evidence to establish that the extra amount claimed due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

18.3. The Owner will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor. The Owner shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

18.4. The bidder must be GST registered firm having GSTIN.

18.5. As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of Law.

18.6. Notwithstanding anything stated in the Sub-Clause Taxes and Duties above, the BESCOM shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of any Tax liability as may be Mandatory in terms of the Law. The BESCOM shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

18.7. The Owner’s liability for all taxes and duties under the contract shall be limited to only those indicated by the Bidder in the break up prices subject to the statutory variations and variations as per clause supra.

If the cost of the Contract during the performance of the contract shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or by-law having the force of law, the amount of such increase or reduction shall be added to or deducted from the “Contract Price” as the case may be. It is the Bidder’s responsibility to furnish details of **taxes,** duties, levies, etc. applicable as on the date of submission of the bid.

18.8. No Claim for any increase towards the Statutory Variation regarding enhancement of existing **CGST, SGST, IGST, levies, cess if any** or introduction of a new Tax or Duty applicable shall be entertained by the Owner **during the extended period of Contract**, if any, if the extension of the Contract is required due to the causes attributable to the

Contractor.

18.9. Before quoting, the Bidder shall ascertain from the concerned **Tax** Authorities of Government of Karnataka/ Govt. of India, the applicability of **CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any** etc., **as on the last date of** Techno-Commercial Bid Submission as notified (either original or extended) in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these **Taxes.**

Note: The successful bidder shall be entirely responsible for payment of all **taxes**, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, levies, **taxes**, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any **tax** that may be levied by the Government on the turnover **/**profits etc., made by him in respect of the contract.

18.10. Building and other construction workers welfare CESS:

The Building and other construction workers welfare cess act 1996, came into operation with effect from 3rd day of November 1995, the government has decided to collect cess now with immediate effect. Accordingly the government has issued order no. LD/300 LET/2006 dated 18.01.2007 & 28.02.2007.

The building & other construction workers welfare cess at the rate of 1% of the amount of **the Supply and replacement portion** of the contract as per the circular issued by BESCOM vide no: BESCOM/BC-49/GM(CT&GST)/AGM(CT&GST)/F-9/2018-19/CYS-34 Dt: 06.09.2018 consequent to the direction issued by Labour department, G.O.K, will be deducted from the bill at the time of making payment and such amount so deducted from the bill will be remitted to Karnataka State Building and other construction workers welfare board.

It is mandatory to furnish a return in form-i to the concerned assessing officer in terms of section-4 of the building & other construction workers welfare CESS act, 1996 and its rules under 1998. The concerned Contractor shall furnish the aforesaid return to the concerned assessing officer.

18.11. **Collection of disposal cost of materials used made of FRP/PLASTIC/SMC and Polymer material used** as per the circular issued by BESCOM vide OM No: BESCOM/GM(Q,S&S)/ DGM(3)/MGR/BC-35/18-19/CYS-109 Dated:03.09.2019 consequent to the direction issued by NGT/pollution control board. The cost is worked out by collecting information from meter manufacturers, hence following amount will be deducted from the tenderer as disposal cost :

Type of meter	**Disposal cost in Rs.**
Single phase	Rs.1.00 per meter

Three phase	Rs.2.00 per meter

18.12. Statutory Variation regarding increase/decrease of existing Taxes & Duties or introduction of a new tax or duty during the Contractual completion period would be to the account of Owner

19. INSURANCE- VOID

20. PROVIDING ERECTION TOOLS AND TACKLES- VOID

21. AWARD CRITERIA- VOID

22. SIGNING OF CONTRACT-VOID

23. CONTRACT PERFORMANCE GUARANTEE- VOID

NOTE: Above conditions are already stipulated as per KW

24. CYBER SECURITY COMPLIANCE

a) All prospective bidders shall adhere to BESCOM circular – No: BESCOM/BC-01/DGM (TIC)/2021-22/CYS-01 dated 22-Jun-2021, Sub: Testing power system equipment for use in Supply system and Network in the country for Cyber Security.

b) In the recent days, cyber-attacks have increased on an un-measurable scale due to the vulnerabilities in the Power Supply System and Network (IT/OT/IoT Systems).

Hence in accordance with MoP, GoI order No. Order No. 25-11/6/2018-PG dated 02.07.2020, the successful bidder shall strictly adhere to directions issued by MoP in afore mentioned order which is as follows:

i. All equipment, components and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/Trojans/cyber threat and for adherence to Indian Standards.

ii. All such testing shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).

iii. Any import of equipment/components/parts from “prior reference” countries as specified or by persons owned by, controlled by or subject to the jurisdiction or the directions of these “prior reference” countries will require permission of the Government of India.

iv. Where the equipment/components/parts are imported from “prior reference” countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP).

c) Cyber Security Conformance - Protocols, Standards & Testing Laboratories

i. The successful bidder shall strictly adhere to MoP, GoI order No. 12/34/2020-T&R dated

08.06.2021.

ii. The successful bidder shall follow the protocols as listed below (if applicable) for Cyber Security conformance testing in order to protect sensitive and critical infrastructure.

Sl No.	**Equipment**	**Communication Protocol Conformance Standards**	**Protocol Security Conformance Standards**	**Designated Laboratories**
01	Remote Terminal Units (RTUs) & PLCs with IEC communication protocols	IEC 60870-5-101/IEC 60870-5-104	IEC 60870-5-7 Security extension & IEC 62951 series (specifically IEC 62351-100 parts 1 & 3)	Central Power Research Institute (CPRI), Prof Sir C V Raman Road, Sadashivanagar P O Bengaluru-560080, Karnataka.
02	Intelligent Electronic Equipment / Numerical Protection Relays / Bay Control Units/Bay Protection Units, Gateways, Transformers Tap controller/changer, etc. with IEC 61850 communication protocol.	IEC 61850-5 to IEC 61850-10		CPRI
03	Smart meters with IEC 62056 communication protocols	IEC 62056 series/DLMS & IS 15959 series and IS 16444 series	IEC 62056 series/DLMS & IS 15959 series and IS 16444 series	1. CPRI. 2. ERDA, Vadodara-Gujarat. 3. Yadav Measurements Pvt Ltd (YMPL), Udaipur – Rajasthan.
Information Technology (IT) Equipment / Products				
04	Information Technology (IT) Equipment (Main/Backup/Disaster recovery (DR) Control Centre/Substation control centre IT equipment).	All IT products procured / supplied shall have a valid certificate of Common Criteria as per ISO/IEC 15408 issued by signatories of the Common Criteria Recognition Agreement (CCRA). **Note:** Import / procurement / supplied from vendors sourcing from prior reference countries, the certificate for Common Criteria shall be from Government Laboratories in India according to the IC3S scheme operated by Ministry of Electronics and Information Technology, which is a signatory to CCRA.		

iii. The successful bidder shall ensure that all the equipment/components to be provided/ used in the Power Supply System and Network shall strictly adhere to the guidelines and Protocol Security Conformance Standards as stated above table.

iv. The successful bidder shall get the products/ equipment supplied tested from the designated laboratories for communication and other protocol security conformance standards as stated in the above table.

v. The successful bidder shall strictly adhere to the test cases, test procedures and testing criteria for various identified products as detailed in Annexure-2, Annexure-3 and Annexure-4 of MoP, GoI order No. 12/34/2020-T&R dated 08.06.2021.

25 PACKING, FORWARDING AND SHIPMENT

25.1 The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the Site and storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.

25.2 The Contractor shall notify the Owner of the date of each shipment from his works, and the expected date of arrival at the Site for the information of the Owner.

25.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the Owner may require.

25.4 The following documents shall be sent by registered post to the Owner within three days from the date of shipment, to enable the Owner to make progressive payments to the Contractor.

i. Copies of the Contractor's invoice showing NOA/ (LOA/LOI (AS APPLICABLE)) /DWA reference, Goods description, quantity, unit price, total amount.

ii. Packing list;

iii. Receipted LR;

iv. Manufacturer's/Contractors guarantee certificate;

v. Material Inspection Clearance Certificate (MICC) for dispatch issued by the Owner or the Independent Agency appointed by the Owner and the Contractor's factory inspection report.

vi. Insurance certificate ; and

vii. Certificate of Origin.

25.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatched to Site.

25.6 The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

26 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The Contractor shall agree to cooperate with the Owner's other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the Owner in respect of such exchange of

technical information.

27 NO WAIVER OF RIGHTS

Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

28 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF THE CONTRACTOR.

No interim payment certificate of the Engineer, nor any sum paid on account by the Owner, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligation for the due performance of the Contract, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Owner against the Contractor.

29 PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer and detailed in the scope of works with such Materials as, Charts, Net Works, Photographs, Test Certificates, etc. or as may be required by the Engineer.

30 COMPLETION OF THE WORK AND OPERATIONAL ACCEPTANCE:

30.1 Completion of the work

30.1.1. Physical Completion

As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed in all aspects as specified in the Technical Specifications, the Contractor shall so notify BESCOM in writing.

30.1.1.1. The contractor shall obtain the completion certificate from concerned sub-divisions/ Divisions after observing all the formalities viz, meter change along with lat/lang data updation in respective billing systems, returning of released EM meters to BESCOM stores.

30.1.1.2. In the event that the Contractor is unable to proceed with the Commissioning of the works for reasons attributable to the owner or for reasons beyond the owner’s control, Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to relevant Clause.

30.1.1.3. As and when, after the period of suspension, the Contractor is notified by the GM

(M&C) that the Facilities are ready for Commissioning; the Contractor shall proceed without delay in performing all activities & obligations under the Contract.

31 FUNCTIONAL GURANTEES

31.1 The Contractor guarantees that the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Technical Requirements in **Annexure-II (a)**, **Annexure-IV(a), Annexure-XVI and Annexure-XVII** subject to and upon conditions therein specified.

31.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Technical Requirements in **Annexure-II (a), II(b)**, **Annexure-IV(a), IV(b and Annexure-XVI,XVII** are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify BESCOM upon completion of the necessary changes, modifications and **/** or additions, and shall request BESCOM to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, BESCOM may consider termination of the Contract pursuant to Clause **Termination of Contract** on Owner initiative and recover the payments already made to the Contractor.

31.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Technical Specifications are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the Technical Specifications is met, the Contractor shall, at the Contractor's option, either

a. Make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense within a mutually agreed time and shall request the Employer to repeat the Guarantee Test.

OR

b. Pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the bid documents.

In case the Employer exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under relevant Clause Contractor Default and liquidated damages, upto the limitation of liability specified in the bid documents, shall completely satisfy the Contractor's guarantees under relevant clause, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Employer shall issue the taking over certification as defined in relevant clause for the Facilities or any part thereof in respect of which liquidated damages have been so paid.

32 TAKING OVER

The Engineer shall issue to the Contractor a Taking over Certificate as a proof of the final acceptance of the replacement works.

The bidder shall ensure the following to avail taking over certificate from concerned Engineer:

a. The successful bidder shall ensure meters are replaced correctly without any reversal of phase; leads shall be properly insulated, meters to be housed as per the prevailing BESCOM standards, meter box are to be fixed, earthing of deep drawn meter box and shifting of meter at easily accessible places wherever applicable etc without incurring any revenue loss to BESCOM.

b. The successful bidder shall ensure meter is working as per the technical specifications defined in Annexure-II (a) and IV (a) and meter box as per Annexure-XVI and other materials as per Annexure-XVII.

The concerned section officer shall certify and duly counter signed by Sub divisional officer the replacement of meters, fixing of meter box and earthing of meter box and shifting wherever applicable. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

33 PROCEDURE AGAINST SUPPLY OF MATERIALS

33.1 The successful bidders have to submit the schedule for executing the works as per the contract order.

33.2 The successful bidder shall be required to raise a call letter to GM(M&C) as soon as materials are ready to arrange for inspection of materials so that the same are dispatched on approval.

33.3 The selected bidders shall supply these materials and store the materials at his site.

33.4 The Successful Bidder shall produce the ES meters to MT lab of BESCOM for testing and sealing.

33.5 The firm shall safely store newly sealed Electrostatic energy meters at the firm’s local store / site of the Turnkey contractor and make the same available against each work order for physical verification to AEE of concerned SDOs and EE of concerned C,O&M divisions.

33.6 The General Manager (M&C)/ other designated officer from Authorized officer as designated by BESCOM shall have the right to inspect and/or to Test the Goods to confirm their conformity to the Contract. The General Manager (M&C) the designated officer shall notify the Supplier/Contractor in writing on the identity of any Representatives authorized for these purposes.

33.7 The successful bidder shall obtain concurrence from the Executive Engineer, C.O&M Division, BESCOM for the required quantity of materials to be supplied division wise.

33.8 The successful bidder shall hence arrange and supply the materials required.

34 INSPECTION AND TESTS

34.1. The successful bidder shall give the inspection call letter in advance before 07 (seven) days from the schedule date of inspection to the General Manager (Elec), Meter & Commercial, BESCOM for inspection, which include date and place at which the material will be ready for inspection. After inspection of the material and conformity with the relevant standards, necessary dispatch instructions will be issued by the General Manager (Elec), Meter & Commercial, BESCOM.

34.2. The General Manager (M&C)/ other designated officer from Authorized officer as designated by BESCOM shall have the right to inspect and/or to Test the Goods (meter and meter box) to confirm their conformity to the Contract. The General Manager (M&C) the designated officer shall notify the Supplier/Contractor in writing on the identity of any Representatives authorized for these purposes.

34.3. The Inspection and Tests conducted on the premises of the Supplier/ Contractor, all reasonable facilities and assistance including access to Drawings and Production Data shall be furnished to the Inspectors at no charge to the Owner.

34.3.1. If any inspected or Tested Goods (meter and meter box) fail to conform to the Specifications, the Owner may reject them and the Supplier**/** Contractor shall either replace the rejected Goods (meter and meter box) or make all alterations necessary to meet Specification requirements at free of Cost to the Owner. If the Contractor fails to Offer Materials/ Equipment for inspection on the specified date or the Materials fails during the Test, all the expenses incurred by, the Owner for subsequent inspections should be borne by the Contractor.

34.3.2. The levy of re-inspection charges on the default firms when BESCOM Officers are deputed for 2nd time for inspection of materials/equipment which were not ready for inspection on first visit or materials rejected on first time as follows:

a) Rs.20000/- per man, per day + service Tax prevailing/applicable on the day of inspection + any other Tax as per statutory requirement.

/PLUS/

b) To & Fro charges by Air/Train/Bus as per actuals. (As the case may be)

34.3.3. The Owner's has right to inspect, test and where necessary, reject the Goods after the arrival of the Goods shall in no way be limited or waived by reason of the Goods having previously been inspected, Tested and passed by the Owner or his Representative prior to the Goods transportation.

34.3.3. Nothing in **Clause 35** shall, in any way, release the Supplier **/** Contractor from any Warranty or other obligations under this Contract.

35 TERMS OF PAYMENT

The payment will be made to the agency **subject to penalty clause** as mentioned below:

35.1 STAGES OF PAYMENTS AGAINST SUPPLY AND REPLACEMENT OF ELECTRO-MECHANICAL (EM) METERS BY ELECTROSTATIC (ES) METERS

a. The firm shall be required to raise invoices in quadruplicate and is to be certified by the concerned Section Officer, Assistant Executive Engineer of concerned C, O&M Sub-Division and the Executive Engineer of concerned C,O&M divisions.

b. The payments shall be arranged at concerned C O&M division offices of BESCOM.

35.1.1. PAYMENTS AGAINST SUPPLY:

a) **Fifty percent (50%)** of the ex-works plus 100% taxes including Freight and levies of the **MT sealed ES Meters, meter box wherever applicable** and other miscellaneous materials (applicable as per the terms of contract) on receipt (after supply of turnkey materials) shall be paid subject to the Certification by the AEE of concerned SDO and EE of concerned Division Office with submission of the following:

i) Copy of the certificate of Transit and Storage Insurance.
ii) Pre-dispatch clearance certificate issued by the BESCOM, prior to dispatch of the consignment.
iii) Contractor's detailed invoice.
iv) Packing list/Bill of materials.
v) Delivery Instructions issued from Corporate office.
vi) The ES meters shall be sealed from MT lab of BESCOM and reports for the same certified by Assistant Executive Engineer of MT Laboratory.
vii) Test certificates.
viii) Physical verification certificate for new ES meters, meter box wherever applicable and any other major materials (as per terms of contract) available at the store/site of the Turnkey contractor duly certified by AEE of concerned SDO and EE of concerned Division.
ix) The sub vendor's invoice OR delivery challan.
x) Undertaking in a non-judicial stamp paper of value Rs. 200/- agreement stating that all miscellaneous materials required for execution of works as per terms of contract shall be procured and supplied as per IS standards.

b) The unit cost break up for materials is attached as Price schedule.

c) The firm shall supply minimum 10% or more of the tendered quantity for which payments shall be made only after receipt of 10% of the tendered quantity as per clause Payment Against Supply.

d) The firm may supply 100% of the tendered quantity and payments of 50% of the ex-works plus 100% taxes, Freight and levies shall be made.

e) BESCOM will deduct Taxes as applicable at Source as per applicable law from the proceeds payable to the Contractor. The payment authority shall ensure before making payment towards materials received, that the materials have been supplied as per the requirements.

35.1.2. PAYMENTS AGAINST EXECUTION OF WORKS:

After successful replacement of all EM/High Precision meters, meter box and shifting wherever applicable and updating the same to concerned section office of BESCOM.

a) On completion of replacement of EM/High Precision meters by suitable ES meters and providing the data of the same to concerned section office as prescribed in ANNEXURES: Annexure III(b) the firm shall be paid **balance Fifty percent (50%)** of ES meters and other miscellaneous materials (applicable as per the terms of the contract) ex-works and 100% of the labour charges including taxes.

b) The payments shall be made on receipt of store acknowledgement of released EM/High Precision meters returned to concerned C, O&M Divisional stores.

c) The concerned C O&M division office shall ensure the receipt of data as for arranging payments.

d) The concerned section officer and sub-divisional officer shall certify the number of meters replaced, meter box fixed and shifted from inside to outside, duly

confirming the meter change data updation along with lat/lang in respective billing systems, returning of released EM meters to BESCOM stores. The certificate shall be duly counter signed by divisional officer of BESCOM

e) The bills along with the certified copies of number of installation replaced shall be submitted to Concerned Division of BESCOM.

f) The payments shall be arranged at concerned C O&M division office of BESCOM.

g) The concerned section officer/ MT section shall certify rating of three phase meters.

h) The Annexure sheets certified by concerned section officer (AE) & counter signed by concerned SDO's AEE shall be submitted to concerned C,O&M Division office for processing the payment.

i) The concerned section officer (AE) shall duly certify & ensure that the receipt of Soft copies (in CD/Hard drive) of Digital photographs of Meters clearly showing meters serial number, IR, FR, RR number/ Account number and also where meter box are fixed and shifted wherever applicable with proper photograph proof etc. and Counter signed by AEE of concerned SDO's.

j) The unit cost break up for Labour charges is attached as Price schedule.

k) The concerned field officers shall certify that the works is being executed according to the approved schedule.

l) Notwithstanding anything contained, contrary to the bid documents, storage insurance for materials stored at site by the contractor shall be to the account of the contractor alone and no amount whatsoever is payable by BESCOM.

m) Note: The Name plate details of newly installed meters shall have the following along with the technical information as specified in Technical specifications:

- DWA No.
- Property of BESCOM

35.2 CURRENCY OF PAYMENT

All payments under the Contract shall be in Indian Rupees only.

35.3 APPLICATION FOR PAYMENT

a. The Contractor shall submit bill for the payment in the prescribed proforma.

b. The concerned divisional Executive Engineer (EE) C,O&M shall make arrangements to pass the bills verified and certified by the respective Section officer, Assistant Executive Engineer of the sub division and counter signed by the divisional Executive Engineer (EE) C,O&M and send the fund requisition/bills (in case of above Rs 5 Lakhs) to the corporate office, BESCOM for release of funds/payments. The bills for the awarded works in line with the approved section wise estimates have to be submitted at the concerned division office. The bills and associated works done will be verified and approved in line with the verification and approval of status report.

c. The concerned divisional Executive Engineer (EE) C,O&M shall make arrangements to pass the bills verified and certified by the Section officer, Assistant Executive Engineer of the sub division and counter signed by the divisional Executive Engineer (EE) C,O&M.

d. Each of such application shall state the amount Claimed and shall set forth in detail,

in the Order of the Payment Schedule, particulars of the Works including the Works executed at Site and of the Equipment shipped/brought on to the Site pursuant to the Contract up to the date mentioned in the application and for the period covered since the last preceding Certificate, if any. Every interim Payment Certificate shall certify the Contract value of the Works executed up to the date mentioned in the application for the Payment Certificate provided that no Sum shall be included in any interim Payment Certificate in respect of the Works that, according to the decision of the Engineer, does not comply with the Contract, or has been performed, at the date of Certificate prematurely.

35.4 MODE OF PAYMENT:-

Payment due shall be made by the Owner through crossed cheques/ RTGS, NEFT.

36. VARIATION IN QUANTITY

36.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions subject to the specific provision for the individual items but the total variations in all such items under the Contract shall be limited to a percentage of the Contract price as specified in the **clause 36.3**.

36.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, except as provided for in Clause Price adjustment. In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

36.3 During the execution of the contract, the BESCOM reserves the right to increase or decrease the Quantities of items under the contract without any change in unit-Price or other Terms and Conditions. Such Variations shall not be subjected to any limitations for the individual items but the **total variation in all such items under the Contract shall be limited to a percentage not exceeding 25% of the Value of the contract.** For quantity variation, the matter shall be referred to the GM(M&C), BESCOM.

37. PENALTY:

Sl. No	**Particulars**	**Penalty levied at**
1	For delayed portion of supply of material as per approved PERT/ activity charts. **OR** In case the meters/meter box are	0.1% per day subject to a maximum of 10% of the contract value of such delayed supplies and also on the undelivered portion of the material.

Sl. No	Particulars	Penalty levied at
	not in accordance with specifications. **OR** For delayed portion of execution of work which are not completed as per **the approved PERT/ activity charts.**	
2	In case of poor quality meters supply after successful type tests and meter box after 7-Tank Phosphating, Powder Coating Process.	Amount equivalent to single/ three phase meter & meter box cost and action as per Clause 34.3 of SCC.
3	In case of improperly installed meters/ wrong connections/ bad workmanship etc.	Amount equivalent to loss incurred from the period of meters installed till the fixation of issue by the agency. or equivalent to meter & meter box cost whichever is higher.
4	In case of failure to report misappropriation in any installations before meter replacement and complaints against agency for demanding/ harassing consumers.	BESCOM reserves the right to take action and penalize twice the amount of misuse reported OR terminate the order and blacklisting of the firm.

a. The period of continuance of delay beyond 30 weeks shall be at the discretion of the Engineer. If the Contractor still fails to complete the work within such extended period, the Contract shall be cancelled.

b. Extra cost that might be incurred by the BESCOM for getting the balance work completed through any other agency as it deems fit under the circumstances will be deducted from money due to the firm by the BESCOM for work done under the Contract or otherwise.

c. Due consideration will be given, however in the levy of penalty for reasons absolutely beyond the control of the contractor for which documentary evidence shall invariably be produced to the satisfaction of the competent authority.

38. DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any money due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

SECTION 5

ERECTION CONDITIONS OF CONTRACT (ECC)

1.0 GENERAL

1.1 The following shall supplement the conditions already contained in other parts of these specifications and document and shall govern the portion of the work of this Contract to be performed at Site.

1.2 The Contractor upon signing of the Contract shall, in addition to a Project Coordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor.

2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by the Owner, shall be to the account of the Owner. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

3.0 OWNER'S LIEN ON EQUIPMENT

The Owner shall have lien on all equipment including those of the Contractor brought to the Site for the purpose of erection, testing and commissioning of the equipment to be supplied & erected under the Contract. The Owner shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor without the prior written approval of the Engineer.

4.0 INSPECTION, TESTING AND INSPECTION CERTIFICATES

The provisions of the clause entitled Inspection, Testing and Inspection Certificates under Technical Specifications. Section GTR shall also be applicable to the erection portion of the Works. The Engineer shall have the right to re-inspect any equipment though previously inspected and approved by him at the Contractor's works, before and after the same are erected at Site. If by the above inspection, the Engineer rejects any equipment, the Contractor shall make good for such rejections either by replacement or modifications/repairs as may be necessary to the satisfaction of the Engineer. Such replacement will also include the replacements or re-execution of such of those works of other Contactors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's work.

5.0 ACCESS TO SITE AND WORKS ON SITE

5.1 Suitable access to and possession of the Site shall be afforded to the Contractor by the Owner in reasonable time.

5.2 The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor

reasonable facilities for carrying out the works.

5.3 In the execution of the works, no person other than the Contractor shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

6.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT

The Contractor shall establish a Site Office at the site and keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorised representative shall be communicated to the said authorised resident representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

7.0 CO-OPERATION WITH OTHER CONTRACTORS

7.1 The Contractor shall co-operate with all other Contractors or tradesmen of the Owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at the Contractor's own expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the Owner in regard to their work. If the work of the Contractor is delayed because of any acts of omission of another Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time for completing his Works.

7.2 The Engineer shall be notified promptly by the Contractor of any defects in the other Contractor's works that could affect the Contractor's Works. The Engineer shall determine the corrective measures, if any, required to rectify this situation after inspection of the works and such decision by the Engineer shall be binding on the Contractor.

8.0 DISCIPLINE OF WORKMEN

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconducted himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

9.0 CONTRACTOR'S FIELD OPERATION

9.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed.

The Contractor shall be solely responsible for the safety, adequacy and efficiency of

plant and equipment and his erection methods.

9.2 The Contractor shall have the complete responsibility for the conditions of the Work-site including the safety of all persons employed by him and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction review by the Engineer is not intended to include review of Contractor's safety measures in, on or near the Work-Site, and their adequacy or otherwise.

10.0 PHOTOGRAPHS AND PROGRESS REPORT

10.1 The Contractor shall furnish three (3) prints each to the Engineer of progress photographs of the work done at Site. Photographs shall be taken as and when indicated by the Engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the Contractor and the title of the photograph.

10.2 The above photographs shall accompany the monthly progress report detailing-out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

11.0 MAN-POWER REPORT

11.1 The Contractor shall submit to the Engineer, on the first day of every month, a man hours schedule for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.

11.2 The Contractor shall also submit to the Engineer, on the first day of every month, a man-power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.

12.0 PROTECTION OF WORK

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings, should any such damage to the Contractor's works occur because of any other party not being under his supervision or control. The Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's works, the same shall be resolved as per the provisions of the Clause 7.0 above entitled "Cooperation with other Contractors". The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

13.0 EMPLOYMENT OF LABOUR

13.1 The Contractor will be expected to employ on the work only his regular skilled

employees with experience of his particular work and in accordance with law.

13.2 All travelling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

13.3 The hours of work on the Site shall be decided by the Owner and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day-Monday through Saturday.

13.4 The Contractor's employees shall wear identification badges while on work at Site.

13.5 In case the Owner becomes liable to pay any wages or dues to Labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Owner may make such payment and shall recover the same from the Contractor's bills.

13.6 **Compliance with Labour Regulations**

13.6.1 During continuance of the contract, the Contractor and his sub- contractors shall abide at all times by all applicable existing labour enactments and rules made there-under, regulations, notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Owner at any point of time.

13.6.2 The Contractor shall keep the Owner indemnified in case any action is taken against the Owner by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations, or notifications including amendments.

13.6.3 If the Owner is caused to pay under any law as Principal Owner such amount as may be necessary to cause or observe, or for non- observance of the provisions stipulated in the Notifications/ Byelaws/Acts/Rules/Regulations including amendments, if any, on the part of the Contractor, the Owner shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Owner including his amount of performance security for adjusting the aforesaid payment. The Owner shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Owner.

13.6.4 Salient features of some major laws applicable to establishments engaged in building and other construction works:

13.6.4.1 Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

13.6.4.2 Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

13.6.4.3 Employee P.F. and Miscellaneous Provision Act 1952: The Act provides for more contribution by the Owner plus workers @ 10% or 8.33%. The benefits under these are :

13.6.4.3.1 Pension or family pension on retirement or death, as the case may be.

13.6.4.3.2 Deposit linked insurance on death in harness of the worker.

13.6.4.3.3 Payment of P.F. accumulation on retirement/death etc.

13.6.4.4 Maternity Benefit Act 1951: The Act provides for leave and some other benefit for women employees in case of confinement or miscarriage etc.

13.6.4.5 Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case contractor fails to provide, the same are required to be provided, by the Principal Owner by law. The Principal Owner is required to take Certification of Registration and the Contractor is required to take license from the designated Officer. The Act applicable to the establishments or contractor of Principal Owner if they employ 20 or more contract labour.

13.6.4.6 Minimum Wages Act 1948: The Owner is supposed to pay not less than the Minimum Wages fixed by appropriate Govt. as per provision of the Act if the employment is scheduled employment.

13.6.4.7 Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

13.6.4.8 Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfer, training and promotions etc.

13.6.4.9 Payment of Bonds Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus is to be paid to employees getting Rs.2500 per month or above upto Rs.3500/- per month shall be worked out by taking wages of Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

13.6.4.10 Industrial Dispute Act 1947: The act lays down the machinery and procedure for resolution of industrial disputes, in what situations as strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

13.6.4.11 Industrial Employment (Standing Orders) act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Owner on matters provided in the Act and get the same certified by the designated Authority.

13.6.4.12 Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Owners. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in building and Construction Industry.

13.6.4.13 Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.

13.6.4.14 The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Owner of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Owner to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

13.6.4.15 Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

14.0 FACILITIES TO BE PROVIDED BY THE OWNER

14.1 Space

Land for Contractor's Office, Store, and Workshop etc.

a) The Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, magazines for explosives in isolated locations, assembling yard, etc. required for execution of the Contract. Any construction of temporary roads, offices, workshop, etc. as per plan approved by the Engineer shall be done by the Contractor at his cost.

b) On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant

possession of land allotted to him for the above purpose, the payment of his final bill shall not be made. The Contractor shall be made liable to pay for the use and occupation at the rates to be determined by the Engineer if the Contractor over stays in the land after the Contract is completed.

14.2 Electricity:

Power supply:

Where power supply is available with the Owner for construction purpose the same will be provided at the job site at one point of the distribution system as may be decided by Engineer free of charge for consumption in works. Electricity furnished will be 440 volts, 3 phase, 50 cycles and 230 volts, 1 phase, 50 cycles. Each Contractor shall provide and install all necessary transformers, switchgears, wiring fixtures, bulbs and other temporary equipment for further distribution and utilisation of energy for power and lighting and shall remove the same on completion of the work. Should, however, electricity be used in the Contractor's labour/staff colony, the power so consumed shall be charged at the prevailing tariff rate of State Electricity Board as prevalent for that area at the time of award of work; the supply may be withdrawn if the power is used for purposes other than for the work of the project and the Contractor shall not be entitled to any claim whatsoever on account of any such action taken by the Engineer.

14.3 Water

Free supply of water will be made available for the construction purpose wherever water is available and the same shall be given at an agreed single point at the Site. Any further distribution will be the responsibility of the Contractor. Free drinking water if available will also be provided at one agreed point in the Site. Further distribution either to his labour colony or his work Site or to his office shall be the responsibility of the Contractor.

15.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

15.1 **Tools, tackles and scaffoldings**

The Contractor shall provide all the construction equipment; tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of pre-assembly at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

15.2 **Communication**

The Owner will extend the telephone and telex facilities, if available at Site, for purposes of Contract. The Contractor shall be charged at actual for such facilities.

15.3 **First-aid**

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first-aid.

15.4 **Cleanliness**

15.4.1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed of in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

15.4.2 Similarly the labour colony, the offices and the residential areas of the contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Engineer. Proper sanitary arrangement shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.

16.0 LINES AND GRADES

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the works. Basic horizontal and vertical control points will be established and marked by the Engineer at site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer at contractor's expense.

17.0 FIRE PROTECTION

17.1 The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Un-treated materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable materials before moving into the construction or storage area.

17.2 Similarly, corrugated paper fabricated cartons etc. will not be permitted in the construction area either storage or for handling of materials. All such materials used shall be of waterproof and flame resistant type. All other materials such as working drawings, plans etc., which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

17.3 All the contractor's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

17.4 The Contractor shall provide enough fire protection equipment of the types and numbers for the warehouses, office, temporary structures, labour colony area etc.

Access to such fire protection equipment shall be easy and kept open at all times.

18.0 SECURITY

The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the Engineer in the prescribed manner.

19.0 CONTRACTOR'S AREA LIMITS

The Engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure none of his personnel move out of the areas marked out for his operations. In case of such a need for the contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.

20.0 CONTRACTOR'S CO-OPERATION WITH THE OWNER

In case where the performance of the erection work by the Contractor affects the operation of the system facilities of the Owner, such erection work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the Contractor. The Engineer may impose such restrictions on the facilities provided to the Contractor such as electricity, water, etc. as he may think fit in the interest of the Owner and the Contractor shall strictly adhere to such restrictions and co- operate with the Engineer. It will be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him.

21.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

The pre-commissioning trials and initial operations of the equipment furnished and erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant clauses in Technical Specifications, Section GTR. The Contractor shall provide, in addition, test instruments, calibrating devices etc. and labour required for successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the contractor's workmen required for the above test shall always be present at Site during such trials.

22.0 MATERIALS HANDLING AND STORAGE

22.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.

22.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc., for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/ or

in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.

22.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.

22.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.

22.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip ring, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.

22.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be opened for inspection by the Engineer.

22.7 The Contractor shall ensure that all the packing materials and protection devices, used for various equipments during transit and storage, are removed before the equipment is installed.

22.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.

22.9 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.

22.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the contractor’s cost.

22.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

23.0 CONSTRUCTION MANAGEMENT

23.1 The field activities of the Contractors working at Site will be coordinated by the Engineer and the Engineer’s decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and the tradesmen of the Owner regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.

23.2 The Engineer shall hold weekly meetings of all the Contractors working at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meetings either with individual Contractors or with selected number of Contractors and in such a case the Contractors if called, will also attend such meetings.

23.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

23.4 The Engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors as set out earlier.

24.0 FIELD OFFICE RECORDS

The Contractor shall maintain at his Site office up to date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, and supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.

25.0 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE

25.1 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

25.2 The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

25.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Engineer to do so then the Engineer shall have the liberty

to dispose of such materials as detailed under Clause 25.2 above and credit the proceeds thereto to the account of the Contractor.

26.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

26.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property including structures, building, other plants and equipment and utility either above or below the ground.

26.2 The Contractor will ensure provision of necessary safety equipment such as barriers, signboards, warning lights and alarms, etc. to provide adequate protections to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer and the Owner of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such Owners, related to removal and/ or replacement or protection of such property and utilities.

27.0 PAINTING

All exposed metal parts of the equipment including piping, structures, railing etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, grease, oil and other foreign materials by wire brushing, scraping or sand blasting and the same being inspected and approved by the Engineer for painting. Afterwards, the above parts shall be finished painted with two coats of allowed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and shall be of the colour as approved by the Engineer. If applicable.

28.0 INSURANCE

28.1 Insurance requirements are as under:

	Type of Cover	**Minimum cover for Insurance**
(i)	**Works and of Plant and materials**	**The sum stated in the agreement plus 20%**
(ii)	**Loss or damage to equipment**	**Full replacement cost**
(iii)	**Loss or damage to property of third party**	**Full replacement cost**
(iv)	**Personal injury or death insurance (a) For third party**	**Rs.20 Lakhs to cover 4 persons @Rs.5 lakhs each**
	(b) For Contractor's employees or labour	**In accordance with the statutory requirements applicable to Karnataka**

Above insurance shall be borne by the tenderer.

28.2 In addition to the conditions covered under the Clause entitled "Insurance" in bid documents, the following provisions will also apply to the portion of works to

be done beyond the contractor's own or his Sub-contractor's manufacturing Works.

28.3 Workmen's Compensation Insurance- Void

28.4 Comprehensive Automobile Insurance- Void

28.5 Comprehensive General Liability Insurance

28.5.1 The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled "Defense of Suits" under relevant clause.

28.5.2 The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract.

28.6 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

29.0 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

30.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points, etc., which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

31.0 WORK & SAFETY REGULATIONS

31.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the Owner or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.

31.2 The Contractor will notify well in advance to the Engineer of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Owner and the Owner shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per the Engineer's instructions.

Further, any such decision of the Engineer shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the

Engineer, the Contractor shall use alternative methods with the approval of the Engineer without any cost implication to the Owner or extension of work schedule.

31.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948 and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

31.4 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of the Owner in this regard.

31.5 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorised by him.

31.6 The Contractor shall be fully responsible for the safe storage of his and his Sub-contractor's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by the Contractor.

31.7 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Engineer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

31.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly

in accordance with the Code of Practice/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.

31.9 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only, shall be used by the Contractor.

31.10 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Owner to handle such fuses, wiring or electrical equipment

31.11 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:

a. Satisfy the Engineer that the appliance is in good working condition;

b. Inform the Engineer of the maximum current rating, voltage and phases of the appliances;

c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.

31.12 The Engineer will not grant permission to connect until he is satisfied that;

a. The appliance is in good condition and is fitted with suitable plug;

b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

31.13 No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

31.14 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to he provided by the Contractor to electricians/workmen/ officers.

31.15 The Contractors shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain his temporary electrical installation.

31.16 The Contractor employing more than 50 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub-Contractors, the Sub-contractor's workmen/employees will also be considered as the contractor's employees/workmen for the above purpose.

The name and address of such Safety Officers of the Contractor will be promptly informed in writing to Engineer with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

31.17 In case any accident occurs during the construction/ erection or other associated

activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.

31.18 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

31.19 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in clause 31.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

31.20 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:

Safety Rules

a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.

b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.

c) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.

d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.

e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.

f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.

g) The staircases and passageways shall be adequately lighted.

h) The employees when working around moving machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.

i) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.

j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

k) In case of rock excavation, blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.

31.21 The Contractor shall follow and comply with the Owner's Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and Owner's Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

31.22 Void

31.23 Void

31.24 If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by the Owner and no accident occurs then the Owner may consider the performance of the Contractor and award suitable "ACCIDENT FREE SAFETY MERITORIOUS AWARD" as per scheme as may be announced separately from time to time.

32.0 CODE REQUIREMENTS

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

SECTION 6

CONTRACT DATA

Items marked "N/A" do not apply in this Contract.
The following documents are also part of the Contract:

- The Schedule of Operating and Maintenance Manuals (Clause - 48)
- The Methodology and Program of Construction (Clause - 25)
- Site Investigation Reports (Clause - 14)
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction (Clause - 25)

1. TENDER INVITING AUTHORITY:

Name & Address : **The General Manager (Ele),**
Meter & Commercial,
Corporate Office, BESCOM,
1st floor, K.R. Circle,
Bengaluru-560001

2. THE NAME AND IDENTIFICATION NUMBER OF THE CONTRACT:

Tender Enquiry No : BESCOM/GM(M&C)/129/EM2ES/CTZ/2023-24

3. The Works consist of:

"Providing, Releasing, Fixing, Wiring and Replacement of existing Electromechanical Meters by DLMS Compliant LT AC single Phase 2 wire 5-30 A and LT AC Three Phase 4 wire 5-30A Electrostatic meters of class-1.0 accuracy with deep drawn meter protection box to be used sparingly only wherever required and shifting of meters from inside to outside premises wherever applicable on total turnkey basis in CTZ area of BESCOM" and on Percentage basis quoting.

4. START DATE:

The start date shall be the date of issue of Letter of Acceptance.

5. INTENDED COMPLETION DATE:

5.1 **The Contract is valid for a period of 18 months from the date issue of Detailed Work Award**

Unless otherwise terminated under the provisions of any other relevant clause, the contract (Engagement) period from date of issue of DWA shall be 18 MONTHS and followed by guarantee period within which the works are to be completed unless extended, and the liability for the materials/equipment's supplied during the course of the contract shall be for the guarantee period as provided for under the clause entitled "Guarantees & Liabilities".

5.2 **GUARANTEES & LIABILITIES**

5.2.1 TIME – THE ESSENCE OF THE CONTRACT

The timelines for **"***Providing, Releasing, Fixing, Wiring and Replacement of existing Electromechanical Meters by DLMS Compliant LT AC single Phase 2 wire 5-30 A and LT AC Three Phase 4 wire 5-30A Electrostatic meters of class-1.0 accuracy with deep drawn meter protection box to be used sparingly only wherever required and shifting of meters from inside to outside premises wherever applicable on total turnkey basis in CTZ area of BESCOM*" as detailed in the scope of the works and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete the work in stipulated timelines.

5.2.2 The Contractor shall submit a detailed **PERT Network Chart**, within the time frame agreed, consisting of adequate number of activities covering various key Phases of the Work such as Design, Procurement, Manufacturing, Shipment, Receiving of the Owner Supplied Equipment's (if any), Field Erection activities within fifteen (15) days of the date of Notice of Award of Contract. This PERT Network Chart shall also indicate the Interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the Network so submitted with the Owner and the agreed PERT Network Chart shall form part of the Contract Documents. During the Performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained; Suitable changes shall be made in the Contractor's Operations to ensure proper progress without any Cost implication to the Owner. The Interface Facilities to be provided by the Owner in accordance with the agreed PERT chart shall also be

reviewed while reviewing the progress of the Contract. The PERT Network shall be reviewed, updated, once every Month and submitted to Engineer for approval.

5.2.3 The successful bidder shall submit a detailed activity chart acceptable to the owner within the timeframe agreed, consisting of adequate number of activities required for different stages of Supply, release, replacement and providing the same data to concerned section office and sub division office of BESCOM.

5.2.4 The reporting / verifying / approving authority may suggest changes in the proposed plans which shall be incorporated by the successful Bidder at no additional cost to the Owner.

5.2.5 Based on the above-agreed PERT Network Chart and activity charts, weekly reports shall be submitted by the Contractor as directed by the Engineer.

5.2.6 Subsequent to the, finalization of the PERT Network, the Contractor shall make available to the Engineer a detailed Manufacturing Program, in line with the agreed Contract PERT Network. Such Manufacturing Program shall be reviewed, updated and submitted to the Engineer once every week thereafter.

5.2.7 The above PERT Charts/Manufacturing Program/Activity Charts shall be compatible with the Owner's Computer environment and furnished to the Owner on such Media as may be desired by the Owner.

5.2.8 The successful bidder shall prepare estimates section wise and same shall be submitted for approval.

5.2.9 The approval of the estimates for Supply, replacement of existing EM meters with suitable ES meters, meter box and shifting wherever applicable shall be given in line with the approving powers of Executive Engineer, Superintending Engineer and Chief Engineer of respective zones.

5.2.10 Within 7 days from award of an estimate, the successful bidder shall commence the work of supply, replacement of existing EM meters with suitable ES meters, fixing of meter box and shifting wherever applicable and the works shall be carried out as per schedule mentioned in the approved PERT Network chart/Activity charts. Total duration of execution of works shall not exceed **18 MONTHS** from the date of issue of DWA. However consequent to delay in execution of works attributable to the owner, the successful bidder shall not be held responsible for the same.

5.2.11 The successful bidder shall inform MT & O&M staff prior to replacement. Calibration and the rating of the Existing Three phase Electro Mechanical Meters will be carried out by MT, BESCOM.

5.2.12 The successful bidder shall submit the details of released meter to concerned section officer and sub divisional officer on daily basis. The successful bidder shall prepare the details as per Annexure III (b).

5.2.13 Also, the contractor shall submit the weekly progress to Meter & Commercial section as per Annexure III (c).

5.2.14 The successful bidder shall capture the data as detailed in the scope of work and submit the same with the concerned officials on a daily basis. The compliance shall also be ensured & tracked by maintaining registers in Section offices for number of meters replaced which will be signed by the selected bidder's representative and section officer after the completion of the works. Deviations and remarks will be maintained by the section officer.

5.2.15 The formats for reporting compliance of number of meters replaced, meter box fixed and shifting of meters from inside to outside shall be as per Annexure III (c) and as

decided by Meter & Commercial section

6. WORK SCHEDULE AND COMPLETION PERIOD

6.1 FIELD SURVEY

The successful bidder shall collect the data of EM meters from concerned Sub division office of BESCOM and conduct a field survey to get acquainted with the local conditions.

Further, with regard to installations where meters are to be shifted from inside to outside and meter box are to be fixed, the details shall be surveyed and to be included in implementation plan for execution of works.

6.2 IMPLEMENTATION SCHEDULE

The Successful bidder shall complete the works within 18 MONTHS from the date of issue of DWA.

6.3 IMPLEMENTATION PLAN

6.3.1 Manufacturing will be given clearance after issue of Work Award, GTP approval.
6.3.2 Quantity offered shall be delivered as per approved design drawing.
6.3.3 The Delivery and erection schedule shall be strictly followed and no extension of time shall be allowed / granted.
6.3.4 The successful bidder shall be responsible for storage of materials at their own risk and cost.
6.3.5 The total execution period shall not exceed 18 MONTHS from the date of receipt of DWA.
6.3.6 **The guarantee period starts after successful replacement and certification of concerned sub divisional officer of BESCOM.**

6.4 The time schedule for Replacing all existing electromechanical meters in CTZ area of BESCOM by Electrostatic meters with meter box and shifting wherever necessary is enumerated in below table:

SL No	Mile Stone	Time schedule
1	GTPs, Drawings submission.	T + 10 days
2	Survey of existing single/ three phase electromechanical meters, preparation of PERT charts, activity chart and getting approval for PERT and Activity charts.	T + 30 days
3	Preparation of section wise estimates for "Providing, Releasing, Fixing, Wiring and Replacement of Existing EM/high precision meters with ES meters and fixing of deep drawn meter protection box and shifting wherever necessary and return of released meters to concerned O&M office of BESCOM."	T + 60 days
	Implementation which includes Providing,	

4	Releasing, Fixing, Wiring and Replacement of existing EM meters & Replacement with suitable ES meters in field and fixing of deep drawn meter protection box and shifting of meter from inside to outside wherever necessary, providing the data / reports of the same to concerned section office and Sub division office, Meter & Commercial section tracking to closure of meter change in system.	T + 18 Months

Note: "T" stands for date of issue of DWA.

6.5 The Contractor shall execute the works as detailed in the scope of works. He shall provide the work plans as per relevant Annexure for execution of works as detailed in scope of works. Once approved the work plan shall be required to be adhered.

6.6 The successful bidder shall update the replacement of meters along with the photographs of meters, Initial reading, Final Reading and other parameters as detailed in the scope of work to concerned section office and Sub division office on a daily basis.

6.7 Prior receipt of data from contractor, concerned section shall carry out the following:

- To assist the contractor in ascertaining the local conditions and designating the meter reading staff to coordinate with contractor while releasing the meters.
- The concerned section shall ensure the meters are replaced as per the prevailing standards of BESCOM.
- The concerned section shall ensure and maintain the records of the installations where meters are shifted from inside to outside and meter box fixed, check and validate the photograph prior to shifting and after shifting with new ES meter serial number.
- The successful bidder shall inform MT staff for carrying out the meter rating activity for existing three phase EM/high precision meters in presence of section officer prior to releasing of the meter (Rating is under the scope of BESCOM).
- Check and validate the photographs of replaced meters and FR and IR of the EM meters and ES meters respectively.

6.8 After receipt of the data from contractor, concerned section shall carry out the following:

- To update the released meters and re-fix meter details in BESCOM software on daily basis along with regular operation and maintenance works.
- The data of released meters and newly fixed ES shall be forwarded to concerned sub division office to update the data for next billing cycle such that no revenue losses shall be incurred to BESCOM.
- Collect the released EM meters and return meters to BESCOM stores as per BESCOM standards.
- The copy of return indent and acknowledge of returned EM meters shall be attached with bill/invoices for payments.

6.9 The sub division officer needs to carry out the following after receipt of data from

section office.

- Check and validate the data received from section office on daily basis.
- To update the same in BESCOM software on daily basis.
- The sub-divisional officer shall ensure that bills are generated and reflected in subsequent month of billing cycle in BESCOM software for the replaced meters such that no financial losses are incurred to BESCOM during the course of implementation.

6.10 Any other items or materials of work not specifically mentioned in CSR 2021-22, but which are essentially required for satisfactory performance & completeness of these works shall be deemed to be included in the scope of works and the same shall be executed/ carried out by the Contractor at mutually agreed rates.

6.11 The whole of the works together with any temporary works associated therewith shall be carried out satisfactorily by the Contractor and workmanship like manner with the materials and workmanship as specified to the entire satisfaction of the Engineer-in-charge, and in such a manner as the Engineer-in-charge may direct. The Contractor shall carryout without any delay all orders and instructions which the Engineer-in-charge may issue from time to time.

7. COMPLETION PERIOD: The Work of replacement of meters along with fixing of meter box and shifting of meters from inside to outside wherever applicable shall be completed & commissioned within 18 months from the date of issue of work award INCLUDING MONSOON PERIOD.

8. The COMPLETION TIME GUARANTEE

8.1 Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the bid documents) within the Time for Completion specified in the bid documents.

8.2 If the Contractor fails to comply with the Time for Completion in accordance with relevant clause for the whole of the facilities, (or a part for which a separate time for completion is agreed if any) then the Contractor shall pay to the Employer as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the on certification of section officer of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of ten percent (10%) of Contract Price. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

8.3 No bonus will be given for earlier Completion of the Facilities or part thereof.

9. MANNER OF EXECUTION OF WORKS:

9.1 The contract, unless otherwise agreed to, shall be signed within 15 days of the acceptance of the Letter of Intent, at the office of the BESCOM on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Bank Guarantee in four copies, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time,

the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

9.2 The Agreement shall be signed in duplicate and the Contractor shall be provided with one signed copy and BESCOM will retain the Original.

9.3 The contractor shall provide free of cost to BESCOM, the Engineering Data, Drawings and Descriptive materials submitted with the bid, in at least two (2) copies to form a part of the Contract immediately after issue of Letter of Award.

9.4 Subsequent to signing of the Contract, the Contractor at his own Cost shall provide the BESCOM with at least Fifteen (15) true Bounded Copies of Contract documents within thirty (30) days after the signing of the Contract.

10. SITE POSSESSION DATE:

The Site Possession Date is from the date of issue of Letter of Acceptance.

11. SITE LOCATION: CTZ Area of BESCOM.

12. DEFECTS LIABILITY PERIOD/GUARANTEE:

12.1 The Contractor shall guarantee that the all Equipment supplied by him will be new, unused and in accordance with the Contract Documents and free from defects in Material and Workmanship till the end of guarantee period. No repairs or replacement shall normally be carried out by the Engineer, when the Equipment is under the supervision of the Contractor's Supervisory Engineer.

12.2 Any defects noticed and/or failures/breakdown occurred during this period shall be rectified at free of cost to the Owner. The repaired or new parts shall be supplied and erected at free of cost by the Contractor. Irrespective of number of failures and repairs, the contractor shall be responsible for free replacement of the defective materials till the same serves a continuous period arrived by equal to FIVE YEARS minus served period of equipment/material from the date of replacement . If they are not rectified or replaced within this period the contractor shall pay Liquidated Damages as per Liquidated Damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures.

12.3 If any repair is carried out on contractor’s behalf at the site, the Contractor shall bear the cost of such repairs. The cost of any special work required or general overhaul rendered necessary during the contract period due to defects in the material or defective work carried out by the Contractor shall be borne by the Contractor.

12.4 The incidental expenses, transport and freight charges for the replacement of defective materials within the contract period may also be borne by the contractor till such time it serves its stipulated contract period.

12.5 The acceptance of the replacement works by the Engineer shall in no way relieve the Contractor of his obligations under guarantee clause.

12.6 The contractor shall guarantee among other things, the following.

a) Quality and strength of materials used.

b) Safe electrical and mechanical stresses on all parts of the equipment are under all specified conditions.

c) Performance figures given by the contractor in the Schedule of Guaranteed technical particulars.

12.7 The provisions contained in this clause shall also be applicable in cases of normal wear and tear of the parts of the equipment supplied by the contractor.

13. TAXES, PERMITS & LICENCES

13.1 The Contractor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

13.2 No claim for any increase towards the Statutory Variation regarding enhancement of existing Tax or Duty or introduction of a new Tax or Duty applicable shall be entertained by the owner during the extended period of contract, if any, if extension of the Contract is required due to the causes attributable to the Contractor.

13.3 The Owner will deduct Taxes applicable at Source as per applicable law from the proceeds payable to the Contractor.

14. REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

14.1. If during the performance of the Contract, the concerned Executive Engineer shall decide and inform in writing/or through mail to the Contractor that the Contractor has furnished any equipment inferior to the quality specified, the Contractor on receiving notice of such defects or deficiencies shall at his own expense for making it good, furnish fresh equipment/materials up to the standards of the specifications within 7 days. In case, the Contractor fails to do so, the Engineer may proceed to replace the equipment/materials so complained at the cost of the Contractor. *In case, the Contractor fails to do so, the Engineer may proceed to replace the equipment/materials and the cost as per the estimate based on DWA shall be deducted in the Performance Security at the time of refund. Hence, the Engineer shall submit the total estimated cost along with estimates sanctioned to Meters & Commercial section, Block-I, 1st Floor, BESCOM Corporate Office, K R Circle, Bangalore – 560001. The consolidated amount over a period of 5 years, i.e, during Guarantee Period of the contract shall be deducted in the Performance Security during the refund as per the contract.*

14.2. In the event of emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the contractor and the cost of such work shall be paid by the contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist where possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the contract.

14.3. The Contractor's full and extreme liability under this clause shall be satisfied by the payment to the Owner of extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Owner for such replacements and the Contract Price by portion for such defective equipment/materials/works and repayments of any sum paid by the Owner to the Contractor in respect of such defective equipment/material. Should the Owner not so replace the defective equipment/materials the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the

Owner under the Contract for such defective equipment/materials.

15. PATENT RIGHTS AND LOYALTIES

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against the Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for the Owner, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

16. DEFENCE OF SUITS

If any action in court is brought against the Owner or Engineer or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

17. LIMITATION OF LIABILITIES

The Bidder shall be liable to BESCOM for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to BESCOM on account of deficiency in Services or any other Deliverables on the part of Bidder or its agents or any person / persons claiming through or under said Contractor. However, such liability of Bidder under this Agreement shall not exceed 100% of the Total Value of the Project.

Except as otherwise provided herein, in no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost savings, death, IP infringement) nor for any third party claims, even if it has been advised of their possible existence.

This limitation of liability provided in this Clause shall not limit the Bidders liability for the indemnity obligations as agreed in this Agreement.

18. ENGINEER'S DECISION

a) In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

b) If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within seven (7) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

c) The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

19. POWER TO VARY OR OMIT WORK

a) No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as "variation") under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer in charge confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

b) In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

c) In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.

d) If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.

e) In all the above cases, in the event of a disagreement as to the reasonableness of the

said sum, the decision of the Engineer in charge shall prevail.

f) Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled “Change of Quantity”. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

20. ASSIGNMENT OF CONTRACT

For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of the BESCOM, the Contractor’s purchase specifications and enquiries shall call for quality plan to be submitted by the suppliers along with their Proposals. The quality plans called for from the Vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the Vendors quality control organization, the relevant reference document/standard used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalized in consultation with the Engineer and shall form a part of the Purchase Order/Contract between the Contractor and the Vendor. Within three weeks of the release of the Purchase Orders/Contracts for such bought out items/components a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer by the Contractor.

21. THE AMOUNT OF THE ADVANCE PAYMENT: Deleted.

22. AS-BUILT DRAWINGS: Deleted.

23. TRANSFER OF TITLE

a) Transfer of title in respect of equipment and materials supplied by the Contractor to the Owner pursuant to the terms of the Contract shall pass on to the Owner with negotiation of dispatch documents.
b) This Transfer of Title shall not be construed to mean the acceptance and the consequent “Taking Over” of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until “Taking Over” and the fulfillment of guarantee provisions of this Contract.
c) This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled “Insurance” of this Section.

24. INSURANCE- Incorporated above as per KW4.

25. LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or accidents which might arise owing to non – observation of safety requirements or else wise by its staff during erection of the ES METERS. Also the contractor shall be responsible for loss or damage to the plant until successful completion of commissioning as defined

elsewhere in the Bid document.

26. DEMURRAGE, WHARFAGE, ETC.

All demurrage, wharfage, and other expenses incurred due to delayed clearance of the Material or any other reason shall be to the account of the Contractor.

27. FIRST AID

To deal with emergency/accidental eventualities at works site, the Contractor shall make all such arrangements necessary, such as services of an ambulance etc. for transportation to hospital at his own cost.

28. FORCE MAJEURE

28.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;

b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees and embargoes. Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

28.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above

28.3 The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor’s performance of obligation has been delayed due to other causes.

29. CONTRACTOR`S DEFAULT/LIQUIDATED DAMAGES

29.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor’s hands and re-contract with any other person or persons to complete the works or any part thereof. The Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor then the Contractor shall pay such excess amount.

29.2 The Owner may accept the Completed works assessing the Liquidated damages for shortcomings in works against the Contractor as per provisions of the Technical Specifications and such assessed amounts shall be deducted from the Contract price or otherwise recovered. Liquidated damages will be levied against delay in works of the Replacement of EM meters by ES meters as defined in the Scope of works subject to maximum of 10% of the total contract value.

29.3 Such action by the Owner as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

30. TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

30.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled “Contractor’s Default”. The Owner shall in such an event give fifteen (15) days“ notice in writing to the Contractor of his decision to do so.

30.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner or purchasing activity related to the work terminated.

30.3 In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

30.4 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor’s firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor’s firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased.

31. FRUSTRATION OF CONTRACT

31.1 In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in **sub-clause 31.3** below.

31.2 In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of wilful or flagrant breach by the Owner and/or Contractor) then the works under the Contract shall be suspended.

31.3 Furthermore, if the Owner is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

31.4 In the event referred to in **sub-clauses 31.1 & 31.2** above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on “Quantum merit” basis, which shall be determined by mutual agreement between the parties.

32. GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any money otherwise due to Contractor under the Contract.

33. SETTLEMENT OF DISPUTES

33.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

33.2 If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, be referred to and settled by the MD,BESCOM who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.

33.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.

33.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

33.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

34. ARBITRATION- Incorporated above as per KW4.

35. RECONCILIATION OF ACCOUNTS

The Contractor shall prepare and submit every there (3) months, a statement covering payments claimed and the payments received vis-à- vis the works executed, for reconciliation of accounts with the Owner.

36. NOTICES

36.1 Any Notice given by one Party to the other, pursuant to Contract, shall be sent in

writing by Registered Post/Speed Post with Acknowledgement Due or Fax. Fax Notice shall be confirmed in writing to the address specified in the Contract.

36.2 Notice(s) shall be deemed to have been duly and properly served upon the Parties hereto, if sent by any of the above-mentioned methods to the address mentioned in the Contract.

36.3 A Notice shall be effective when issued by one of the above-mentioned means or on the Notice's effective date, whichever is later.

37. FRAUD AND CORRUPTION:

It is the BESCOM's policy to require that bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, BESCOM:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice"

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede BESCOM's investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of BESCOM's inspection and audit rights.

(b) will reject a proposal for award if it determines that the Contractor recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will sanction a bidder, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a BESCOM contract if it at any time determines that the bidder has, directly or through an agent, engaged "

SECTION 7

SPECIFICATIONS

Annexure-IIa	Technical Specifications for single phase electrostatic energy meters
Annexure-IVa	Technical Specifications for three phase electrostatic energy meters
Annexure-XVI	Technical specification for single phase and three phase deep drawn meter box
Annexure-XVII	Technical specification for Other materials

SECTION 8- Bill of Quantities

Sl. No.	Particulars	Unit	Quantity
1	LT Single phase 5-30A DLMS compliant Energy Meter Class - 1.0 Accuracy -For Qty. other than tier- II cities, Municipal council	nos	234165.00
2	Single phase deep drawn metal meter box considering 50% tendered quantity - -For Qty. other than tier- II cities, Municipal council	nos	117083.00
3	LT AC 3 Phase 4 wire 5-30A DLMS compliant Energy Meter Class - 1.0 Accuracy -For Qty. other than tier- II cities, Municipal council	nos	4274.00
4	Three phase Sheet Metal/Deep Drawn LT metering box -For Qty. other than tier- II cities, Municipal council	nos	2137.00
5	LT Single phase 5-30A DLMS compliant Energy Meter Class - 1.0 Accuracy -For Qty. pertaining to tier- II cities	nos	15000.00
6	Single phase deep drawn metal meter box -For Qty. pertaining to tier- II cities	nos	7500.00
7	LT AC 3 Phase 4 wire 5-30A DLMS compliant Energy Meter Class - 1.0 Accuracy-For Qty. pertaining to tier- II cities	nos	450.00
8	Three phase Sheet Metal/Deep Drawn LT metering box -For Qty. pertaining to tier- II cities	nos	225.00
9	LT Single phase 5-30A DLMS compliant Energy Meter Class - 1.0 Accuracy - For Qty. pertaining to Other Cities/Municipal council	nos	15700.00
10	Single phase deep drawn metal meter box - For Qty. pertaining to Other Cities/Municipal council	nos	7850.00
11	LT AC 3 Phase 4 wire 5-30A DLMS compliant Energy Meter Class - 1.0 Accuracy- For Qty. pertaining to Other Cities/Municipal council	nos	150.00
12	Three phase Sheet Metal/Deep Drawn LT metering box - For Qty. pertaining to Other Cities/Municipal council	nos	75.00
13	Supply of spiral earth electrode, GI wire, Charcoal, salt, PVC conduit pipe, aluminium wire, bends, saddles, collars etc and earth excavation for fixing spiral earth electrode.-For earthing in case of meter box -For Qty. other than tier- II cities, Municipal council	lumpsum	119220
14	Supply of 1.1 KV Class Heat Resistant PVC Insulated and UnSheathed Aluminium Wires Multistrand Single	lumpsum	119220

Sl. No.	Particulars	Unit	Quantity
	Core Lead wires / PVC Wire and PVC conduit pipe with suitable bends, junction boxes, adhesive paste etc. for shifting of meter from inside to outside -For Qty. other than tier- II cities, Municipal council		
15	Supply of wiring accessories like PVC pipe bends /lugs/Insulation tapes/Junction box/collor/saddles Screws and nails required for completing the work per installation. -For Qty. other than tier- II cities, Municipal council	lumpsum	119220
16	Supply of spiral earth electrode, GI wire, Charcoal, salt, PVC conduit pipe, aluminium wire, bends, saddles, collars etc and earth excavation for fixing spiral earth electrode.-For earthing in case of meter box - -For Qty. pertaining to tier- II cities	lumpsum	7725
17	Supply of 1.1 KV Class Heat Resistant PVC Insulated and UnSheathed Aluminium Wires Multistrand Single Core Lead wires / PVC Wire and PVC conduit pipe with suitable bends, junction boxes, adhesive paste etc. for shifting of meter from inside to outside -For Qty. pertaining to tier- II cities	lumpsum	7725
18	Supply of wiring accessories like PVC pipe bends /lugs/Insulation tapes/Junction box/collor/saddles Screws and nails required for completing the work per installation. -For Qty. pertaining to tier- II cities	lumpsum	7725
19	Supply of spiral earth electrode, GI wire, Charcoal, salt, PVC conduit pipe, aluminium wire, bends, saddles, collars etc and earth excavation for fixing spiral earth electrode.-For earthing in case of meter box considering 50% tendered quantity- For Qty. pertaining to Other Cities/Municipal council	lumpsum	7925
20	Supply of 1.1 KV Class Heat Resistant PVC Insulated and UnSheathed Aluminium Wires Multistrand Single Core Lead wires / PVC Wire and PVC conduit pipe with suitable bends, junction boxes, adhesive paste etc. for shifting of meter from inside to outside - For Qty. pertaining to Other Cities/Municipal council	lumpsum	7925
21	Supply of wiring accessories like PVC pipe bends /lugs/Insulation tapes/Junction box/collor/saddles Screws and nails required for completing the work per installation.- For Qty. pertaining to Other Cities/Municipal council	lumpsum	7925
22	Labour charges for fixing and wiring of Single / Three Phase Meter on existing meter board -For Qty. other than tier- II cities, Municipal council	per connection	119220
23	Labour charges for fixing of deep drawn metering box -For Qty. other than tier- II cities, Municipal council	per connection	119220
24	Labour charges for shifting of meter from inside to outside the consumer premises with meter box - -For Qty. other than tier- II cities, Municipal council	per connection	119220

Sl. No.	Particulars	Unit	Quantity
25	Labour for earthing with meter box -For Qty. other than tier- II cities, Municipal council	per connection	119220
26	Labour Charges for Releasing of Single/Three Phase Meter -For Qty. other than tier- II cities, Municipal council	per connection	238439
27	Labour charges for fixing and wiring of Single / Three Phase Meter on existing meter board -For Qty. pertaining to tier- II cities	per connection	7725
28	Labour charges for fixing of deep drawn metering box -For Qty. pertaining to tier- II cities	per connection	7725
29	Labour charges for shifting of meter from inside to outside the consumer premises -For Qty. pertaining to tier- II cities	per connection	7725
30	Labour for earthing with meter box -For Qty. pertaining to tier- II cities	per connection	7725
31	Labour Charges for Releasing of Single/Three Phase Meter -For Qty. pertaining to tier- II cities	per connection	15450
32	Labour charges for fixing and wiring of Single / Three Phase Meter on existing meter board - For Qty. pertaining to Other Cities/Municipal council	per connection	7925
33	Labour charges for fixing of deep drawn metering box - For Qty. pertaining to Other Cities/Municipal council	per connection	7925
34	Labour charges for shifting of meter from inside to outside the consumer premises- For Qty. pertaining to Other Cities/Municipal council	per connection	7925
35	Labour for earthing with meter box- For Qty. pertaining to Other Cities/Municipal council	per connection	7925
36	Labour Charges for Releasing of Single/Three Phase Meter- For Qty. pertaining to Other Cities/Municipal council	per connection	15850

SECTION 9

Format of Bank Guarantee For EMD & Security Deposit

Refer uploaded Section 4 : Format of Annexures